

CRANSTON SCHOOL COMMITTEE MEETING

OCTOBER 20, 2014

WESTERN HILLS MIDDLE SCHOOL

400 PHENIX AVENUE, CRANSTON, RI 02920

EXECUTIVE SESSION – 6:00 P.M.

IMMEDIATELY FOLLOWING - PUBLIC SESSION

AGENDA

1. Call to order- 6:00 p.m. Convene to Executive Session pursuant to RI State Laws -

2. PL 42-46-5(a)(1) Personnel:

A. Discussion of Administrator A

3. PL 42-46-5(a)(2) Collective Bargaining/Litigation:

A. Contract Negotiations' Update(s)=

B. (Secretaries)

C. (Bus Drivers, Mechanics)

D. (Tradespeople)

4. PL 42-46-5(3)

A. District Safety Plan

5. Executive Session

6. Call to Order - Public Session

7. Roll Call – Quorum

8. Executive Session Minutes Sealed – October 20, 2014

9. Minutes of Previous Meetings Approved – September 10, 2014 (Student Hearing 1); September 10, 2014 (Student Hearing 2), September 10, 2014 (Work Session), September 15, 2014 (Regular School Committee Meeting) and September 22, 2014 (Student Hearing)

10. Public Acknowledgements/Communications

11. Chairperson's Communications

12. Superintendent's Communications

13. School Committee Member Communications

14. Public Hearing

a. Students (Agenda/Non-Agenda Matters)

b. Members of the Public (Agenda Matters Only)

15. Consent Calendar/Consent Agenda

16. Action Calendar/Action Agenda

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RESOLUTIONS

No. 14-10-01 Whereas, Nabil Chaudhry, a grade 6 student, at Edward S. Rhodes Elementary School has distinguished himself by being recognized for his superior project at the Center for Civic Education National Showcase and

Whereas, Nabil Chaudhry, was selected to participate, along with his

teacher, James Gemma, in Constitution Day in Washington, D.C. to represent Rhode Island.

Whereas, Nabil Chaudhry, presented his exemplary civic project to Rhode Island Senator Whitehouse and

Whereas, Nabil Chaudhry, has distinguished himself at the national level for his civic engagement in Project Citizen.

Be it resolved, that the Cranston School Committee extend its congratulations to Nabil Chaudhry and to James Gemma, his fifth grade teacher.

Be it further resolved, that a copy of this resolution signed by the members of the Cranston School Committee, be presented to Nabil Chaudhry and his teacher, James Gemma.

ADMINISTRATION

No. 14-10-02 RESOLVED, that the three year agreement between the Cranston School Committee and the Rhode Island Laborers' District Council Local 1322 Bus Drivers/Mechanics Unit be accepted subject to ratification by the Cranston City Council (Fiscal Analysis Attached).

No. 14-10-03 RESOLVED, that the three year agreement between the

Cranston School Committee and the Rhode Island Laborers' District Council Local 1322 Tradespeople Unit be accepted subject to ratification by the Cranston City Council (Fiscal Analysis Attached)

PERSONNEL

No. 14-10-04 RESOLVED, that at the recommendation of the Superintendent, said certified administrator be appointed as follows:

Brian Lally, Assistant Principal

Bain Middle School

Contract Effective Date...10/20/14

Fiscal Impact Analysis attached

No. 14-10-05 RESOLVED, that at the recommendation of the Superintendent the following certified personnel be appointed for the 2014-2015 school year:

Sara Lennon, Step 2

Education...RIC, BA

Experience...Cranston Substitute

Certification....Elementary 1-6

Assignment...CSR .5 FTE

Effective Date... August 25, 2014

Authorization...Replacement

Fiscal Note... 57116129 51110

Kerry Della Torre, Step 5

Education...RIC, BA

Experience...Cranston School Substitute

Certification....Secondary Social Studies 7-12

Assignment...Cranston West 1.0 FTE

Effective Date...September 22, 2014

Authorization...Replacement

Fiscal Note... 12612020 51110

Evangeline Merolla-LaPlant, Step 11

Education...RIC, BA

Experience...Warwick Public School Department

Certification....Emergency Chemistry

Assignment...Cranston West .6 FTE

Effective Date...September 18, 2014

Authorization...Replacement

Fiscal Note... 12612160 51110

Alexandra Cerce, Part Time Instructor

Education...URI, BS

Experience...Westerly School Department

Certification...Secondary English

Assignment...Alternate Education Program

Effective Date...September 24, 2014

Authorization...Replacement

Fiscal Note...16213120 51110

John Christy, Part Time Instructor

Education...Rollins College, BS

Experience...Cranston Retiree

Certification...Secondary Science

Assignment...Alternate Education Program

Effective Date...September 24, 2014

Authorization...Replacement

Fiscal Note...16213120 51110

Athan Hantzopoulos, Part Time Instructor

Education...URI, BS

Experience...Cranston Substitute

Certification...Secondary Social Studies

Assignment...Alternate Education Program

Effective Date...September 24, 2014

Authorization...Replacement

Fiscal Note...16213120 51110

Anthony DelSignore, Part Time Instructor

Education...URI, BS

Experience...Cranston Retiree

Certification...Secondary Math

Assignment...Alternate Education Program

Effective Date...September 24, 2014

Authorization...Replacement

Fiscal Note...16213120 51110

Edward Myszak, Step 8 + MA + 30

Education...Drexel Univ, BS, West Chester Univ, MA

Experience...Baltimore County Public Schools

Certification....Elementary 1-6

Assignment...Dutemple 1.0 FTE

Effective Date..., August 25, 2014

Authorization...Replacement

Fiscal Note... 11612050 51110

Bianca Jones-Pearson, Step 1

Education...RIC, BA

Experience...East Providence School Department

Certification...Art K-12

Assignment...Itinerant .3 FTE

Effective Date...October 14, 2014

Authorization...Replacement

Fiscal Note... 112112370 51110

No. 14-10-06 RESOLVED, that at the recommendation of the Superintendent, the

following certified personnel be appointed as substitutes on a temporary basis as needed:

David Andrew, Social Studies

Cheryl Sachs, Social Worker

Jennie Rametta, Elementary

Olayinka Folami, Special Education ElementaryMiddle

Stefanie Stall, Early Childhood PK-2Elementary

Christine D'Ambra, Elementary

Maureen Ann McGowan-Miranda, Elementary

Heather Jesperson, Librarian

Amanda Hall, Early Childhood Pk-2

No. 14-10-07 RESOLVED, that at the recommendation of the Superintendent, the resignation(s) of the following certified personnel be accepted:

Jennifer Guiot, Teacher

Orchard Farms

Effective...October 7, 2014

No. 14-10-08 RESOLVED, that at the recommendation of the Superintendent, the following individual(s) be appointed as an athletic coach:

Russell Ferri, Head Coach Girls' Basketball

CHSW

Step-5

Class-B

Playing Competition-High School

Experience-AAU Youth Leagues

Certification-RI Coaches Certification; CPRAEDFirst Aid

John Macera, Head Coach Boys' Basketball

CHSW

Step-7

Class-B

Playing Competition-High School

Experience-Cranston Head Coach

Certification-RI Coaches Certification; CPRAEDFirst Aid

Matt Davis, Assistant Coach Girls' Hockey

CHSECHSWEast Greenwich

Step-4

Class-C

Playing Competition-High School

Experience-Head Coach Cranston East Hockey

Certification-RI Coaches Certification; CPRAEDFirst Aid

Paul Bessette, Head Coach Girls' Hockey

CHSECHSWEast Greenwich

Step-6

Class-B

Playing Competition-High School

Experience-Head Coach Cranston East Hockey

Certification-RI Coaches Certification; CPRAEDFirst Aid

No. 14-10-09 RESOLVED, that at the recommendation of the Superintendent, the following non-certified employee(s) be appointed:

Christopher Dunn, Bus Driver

Transportation

Effective Date...September 22, 2014

New

Fiscal Note... 40235142 51110

Stephen Massena, Bus Driver

Transportation

Effective Date...September 22, 2014

New

Fiscal Note...11045192 51110

Edward Nievera, Bus Driver

Transportation

Effective Date...September 22, 2014

New

Fiscal Note...11945190 51110

Robyn Snider, Bus Monitor

Transportation

Effective Date...September 22, 2014

Replacement

Fiscal Note...12145090 51110

Keri Baldassare, Part Time Secretary

Central Administration

Effective Date...September 29, 2014

Replacement

Fiscal Note...19642340 51110

Shane Becker, Site Coordinator

Bain + 2

Effective Date...September 15, 2014

Replacement

Fiscal Note...53115150 51110

Carol Inderlin, Bus Monitor

Transportation

Effective Date...September 24, 2014

Replacement

Fiscal Note...13445090 51110

Bruce Bruni, Bus Monitor

Transportation

Effective Date...September 24, 2014

Replacement

Fiscal Note... 12845090 51110

Crystal Bianco, Bus Monitor

Transportation

Effective Date...September 24, 2014

Replacement

Fiscal Note...15045090 51110

Ana Simoes, Bus Monitor

Transportation

Effective Date...September 24, 2014

Replacement

Fiscal Note...13045090 51110

Juan Guerrero, Teacher Assistant

Cranston West

Effective Date...October 20, 2014

Replacement

Fiscal Note...12646020 51110

Juana Urena, Bus Monitor

Transportation

Effective Date...October 14, 2014

Replacement

Fiscal Note...11645090 51110

Carly Brunette, Bus Monitor

Transportation

Effective Date...October 14, 2014

Replacement

Fiscal Note...13445090 51110

Comfort Washington, CNA

Cranston West

Effective Date...September 22, 2014

New

Fiscal Note...12643480 51110

No. 14-10-10 RESOLVED, that at the recommendation of the Superintendent, the following non-certified personnel be appointed as substitutes on a temporary basis as needed:

Tina Mahoney, Teacher Assistant

Danielle Marchesi, Teacher Assistant

Juan Gonzalez, Custodian

Stacy Silva, Teacher Assistant

Angela Pagliarini, Secretary

Jamie Miranda, Bus Driver

Joseph Truppi, Bus Driver

No. 14-10-11 RESOLVED, that at the recommendation of the

Superintendent, the following non-certified staff member be granted a leave of absence without compensation as provided in Article X, Section C of the Master Agreement between the Cranston School Committee and the Cranston Teachers' Alliance:

Donna Piacitelli Teacher Assistant

Cranston West

Effective Date...September 3, 2014 to August 31, 2015

No. 14-10-12 RESOLVED, that at the recommendation of the Superintendent, the resignation(s) of the following non-certified personnel be accepted:

Marilyn Pennacchia, Bus Aide

Transportation

Effective Date...September 19, 2014

Dianne Broxson, Bus Monitor

Transportation

Effective Date...September 18, 2014

Karin Scapinakis, Bus Driver

Transportation

Effective Date...October 3, 2014

Kayla O'Brien, Bus Monitor

Transportation

Effective Date...October 10, 2014

BUSINESS

PURCHASED AND PURCHASED SERVICES

No. 14-10-13 RESOLVED, that the following purchases be approved:

Medicaid Billing Services be extended to PCG (Public Consulting Group Inc) at the direct billing percentage fee structure of 4% for the first optional year 2014-2015 as stated in the original bid (approved by the School Committee in resolution 11-6-79).

POLICY AND PROGRAM

No. 14-10-14 BE IT RESOLVED, that at the recommendation of the Superintendent, the following Conferences/Field Trips of Long Duration be authorized:

1. Michele Simpson, Executive Director for Pupil Personnel Services, to travel to St. Louis, MO from October 7, 2014 – October 9, 2014 to attend the DEC 2014 Conference. Travel and accommodation expenses to be grant funded by IDEA/Preschool. Please see attached conference information.

2. Julie Driscoll, Principal for Early Childhood Center, to travel to St.

Louis, MO from October 7, 2014 – October 9, 2014 to attend the DEC 2014 Conference. Travel and accommodation expenses to be grant funded by IDEA/Preschool. Please see attached conference information.

3. Michele Simpson, Executive Director for Pupil Personnel Services, to travel to Seattle, Washington, from October 27, 2014 – October 30, 2014 to attend Making it Work: Implementing a Comprehensive P-3 Approach Conference. Travel and accommodation expenses to be funded by RIDE. Please see attached conference information.

4. The Cranston High School East Thunderbolt Band will be participating in the East Coast USBands National Championships at the Met Life Stadium in East Rutherford, NJ and will be visiting the 9/11 Museum and Memorial in New York City. The band will be departing Friday, November 14, 2014 and returning Saturday, November 15, 2014. The method of travel will be a motor coach from Suburban Tours. The group will be staying at the Courtyard Marriott Lyndhurst, 1 Polito Ave, Lyndhurst, NJ 07071. Mark Colozzi, the Program Supervisor, Music Co-Director of Bands & Choir Director at CHSE and eleven other chaperones will accompany the fifty-two students. Each individual attending will be responsible for a two hundred and fifty dollar fee which covers transportation, hotel costs, admission to the 9/11 Museum and competition fees, and one breakfast and one dinner.

5. The Cranston High School West CACTC will be will be traveling to Orlando, Florida to attend the Otronicon Conference, departing via airplane, January 16, 2015 and returning January 19, 2015. The

purpose of the trip is for students to participate in workshops, visit the Exhibitors Hall, the Video Game Museum and listen to panel discussion and work with technology simulators in the area of gaming, robotics, medical and military. There are twenty-nine students attending, accompanied by four chaperones. Group will be staying at the Best Western Universal Inn, 5618 Vineland Rd, Orlando, FL 32819. Each student attending will be responsible for financing his/her trip and providing chaperones with insurance cards prior to trip. Chaperones are funded through grants, fundraising activities and school store proceeds.

6. Cranston High School West will be travelling to Philadelphia, PA to expose students to content of the human body by visiting the Mutter Museum, Body Worlds Exhibit and the Franklin Institute. They will be departing Thursday, March 26, 2015 and returning Saturday, March 28, 2015. The method of travel will be motor coach from Gerber Tours. The group will be staying at the Crowne Plaza, Bucks County Trevoise, PA 19053. Dr. Gluck, Mr. Mendes and Mrs. Meyer from the Science Department and several other chaperones will accompany the 75-100 student's grades 9-12 (not determined at this time, however chaperone/student ratio will be 1:10). The students are responsible for a three hundred and ninety-nine dollar fee which covers transportation, hotel costs, admission to Museums and guided tours, and two breakfasts, one lunch and two dinners.

No. 14-10-15 RESOLVED, that at the recommendation of the Superintendent, the Revised Cranston Public Schools Evaluation

Handbook and Policy Agreement for Educators and Non-classroom/Related Service Providers be approved for second reading (see policy attached)

No. 14-10-16 RESOLVED, that at the recommendation of the Superintendent, the Cranston Public Schools Organizational Chart be approved.

17. Public Hearing on Non-Agenda Items

18. Announcement of Future Meeting(s) – November 12, 2014 and November 17, 2014

19. Adjournment

School Committee members who are unable to attend this meeting are asked to notify the Chairperson in advance.

Interested persons and the public at large, upon advance notice, will be given a fair opportunity to be heard at said meeting on the items proposed on the agenda.

Individuals requesting interpreter services for the hearing impaired must notify the Superintendent's Office at 270-8170 72 hours in advance of hearing date.

Any changes in the agenda pursuant to RIGL 42-46-6(e) will be posted on the school district's website at www.cpsed.net, Cranston Public

Schools' administration building, 845 Park Ave., Cranston, RI; and Cranston City Hall, 845 Park Ave., Cranston, RI and will be electronically filed with the Secretary of State at least forty-eight hours (48) in advance of the meeting.

Notice posted: October 17, 2014

Administrator's Compensation Schedule

Fiscal Year 2014-2015

NAME POSITION SCHOOL ANN

SALARY HEALTH DENTAL LIFE PENSION SURV

BEN OASDI MEDICARE TOTAL Fringe Sal & Fringe

Brian Lally	Ass't Prin. Bain	60,515.28	3531	197	17	9,931
96 0 877	14,649	75,164				

Administrator's Compensation Schedule

Fiscal Year 2015-2016

NAME POSITION SCHOOL ANN

SALARY HEALTH DENTAL LIFE PENSION SURV

BEN OASDI MEDICARE TOTAL Fringe Sal & Fringe

Brian Lally Ass't Prin. Bain	87,411.00	5455 304 25	14,344
96 0 1267	21,492	108,903	

Salaries and benefits calculated from a start date of 10/20/14 in fiscal year 2014-2015.

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CRANSTON PUBLIC SCHOOLS COLLECTIVE BARGAINING FISCAL IMPACT STATEMENT BUS DRIVERS & MECHANICS 2014 - 2017

(ANNUAL INCREMENTAL BUDGET CHANGES FROM PREVIOUS YEAR)

CATEGORY	2014-2015	2015-2016	2016-2017	TOTALS
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SALARY INCREASE (A)	109,879	35,462	TBD	145,341
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LONGEVITY (B)	(28,300)	(28,300)	(28,300)	(84,900)
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RE-INSTATEMENT OF TWO HOLIDAYS	16,545	17,017	17,017	
	50,579			

FICA TAX	6,084	1,499	(700)	6,883
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MEDICARE TAX	1,423	351	(164)	1,610
NON-CERTIFIED PENSION (C)	11,049	2,723	(1,270)	12,501
PLAN DESIGN CHANGES				
DEDUCTIBLE SAVINGS (D)	N/A	(14,900)	(14,900)	(29,800)
EMPLOYEE REIMBURSEMENT (D)	N/A	7,450	7,450	14,900
NET COST (SAVINGS)	116,679	21,301	(20,867)	117,114

The above excludes the cost of a raise, if awarded,
in FYE 2017.

ASSUMPTIONS

(A) SALARY

2014-2015 - \$1.10

2015-2016 - 2.00%

2016-2017 - RE-OPENER

(B) LONGEVITY

ELIMINATION OF LONGEVITY

(C) NON-CERTIFIED PENSION

2014-2015 - 11.26%

2015-2016 - 11.26%

2016-2017 - 11.26%

(D) PLAN DESIGN

DEDUCTIBLE PLAN

***\$250 INDIVIDUAL**

***\$500 FAMILY**

**NOTE: DISTRICT WILL REIMBURSE 50% BACK TO THE EMPLOYEE -
MAXIMUM \$250/FAMILY PLAN**

& \$125/INDIVIDUAL PLAN.

TBD - TO BE DETERMINED

CRANSTON PUBLIC SCHOOLS

COLLECTIVE BARGAINING

FISCAL IMPACT STATEMENT

TRADESMEN

2014 - 2017

**(ANNUAL INCREMENTAL BUDGET CHANGES FROM PREVIOUS
YEAR)**

CATEGORY 2014-2015 2015-2016 2016-2017 TOTALS

SALARY INCREASE (A) 18,304 9,339 TBD 27,643

LONGEVITY (B) (3,525) (3,525) (3,525) (10,575)

RE-INSTatement OF TWO HOLIDAYS	3,598	3,678	3,678	10,954
FICA TAX	1,139	589	9	1,737
MEDICARE TAX	266	138	2	406
NON-CERTIFIED PENSION (C)	2,069	1,069	17	3,155
PLAN DESIGN CHANGES				
DEDUCTIBLE SAVINGS (D)	N/A	(1,700)	(1,700)	(3,400)
EMPLOYEE REIMBURSEMENT (D)	N/A	850	850	1,700
NET COST (SAVINGS)	21,852	10,437	(668)	31,621

The above excludes the cost of a raise, if awarded,
in FYE 2017.

ASSUMPTIONS

(A) SALARY

2014-2015 - \$1.10

2015-2016 - 2.00%

2016-2017 - RE-OPENER

(B) LONGEVITY

ELIMINATION OF LONGEVITY

(C) NON-CERTIFIED PENSION

2014-2015 - 11.26%

2015-2016 - 11.26%

2016-2017 - 11.26%

(D) PLAN DESIGN

DEDUCTIBLE PLAN

***\$250 INDIVIDUAL**

***\$500 FAMILY**

**NOTE: DISTRICT WILL REIMBURSE 50% BACK TO THE EMPLOYEE -
MAXIMUM \$250/FAMILY PLAN
& \$125/INDIVIDUAL PLAN.**

TBD - TO BE DETERMINED

** **

AGREEMENT

between

CRANSTON SCHOOL COMMITTEE

and the

RHODE ISLAND LABORERS' DISTRICT COUNCIL

on behalf of

LOCAL UNION 1322

BUS DRIVERS/MECHANICS UNIT

of the

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

AFL-CIO

EFFECTIVE: July 1, 2014 through June 30, 2017

SCHOOL COMMITTEE – CRANSTON PUBLIC SCHOOLS

Andrea Iannazzi, Chairperson

Trent Colford

Stephanie Culhane

Jeff Gale

Paula McFarland, Clerk

Janice Ruggieri

Michael A. Traficante

NEGOTIATION COMMITTEE

Judith Lundsten, Superintendent

Jeannine Nota-Masse, Assistant Superintendent

Raymond L. Votto, Jr., Chief Operating Officer

Joseph Balducci, Chief Financial Officer

Joel Zisseron, Director of Transportation

**RHODE ISLAND LABORERS' DISTRICT COUNCIL
LOCAL UNION 1322**

Arthur J. Jordan, Business Manager Secretary-Treasurer

Kathleen Albertson

Darlene Griffin

Steve Hogan

Lynn Page

Edward Ferry

AGREEMENT

PREAMBLE

This agreement by the Cranston School Committee, hereinafter referred to as the “SCHOOL COMMITTEE” or “COMMITTEE” and the Rhode Island Laborers’ District Council on behalf of Local Union 1322 of the Laborers’ International Union of North America, AFL-CIO, hereinafter referred to as the “UNION”, located at 410 South Main Street, Providence, RI 02903, has as its purpose the promotion of harmonious relationship between the School Committee and the Union.

PRINCIPLES

A. This Agreement is entered into to facilitate the adjustment of grievances and disputes between the Employer and Employees, to provide, insofar as possible, for the continuous employment of labor and to establish necessary procedures for the amicable adjustment of all disputes which may arise between the Employer and the Union.

B. The Employer and the Union encourage the highest possible degree of practical, friendly, cooperative relationships between their respective representatives at all levels. The officials of the Employer

and the Union realize that this goal depends primarily on cooperative attitudes between people in their respective organizations at all levels of responsibility and

those proper attitudes must be based on full understanding of and regard for the respective rights and responsibility of both the Employer and the Employees.

C. There shall be no discrimination against any Employees by reason of race, color, creed, sex, or Union membership.

D. All reference to Employees in this Agreement designates both sexes and wherever the male gender is used it shall be construed to include male and female employees.

E. The Employer and the union affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, remembering that the public interest remains in the full utilization of an employee's skill and ability without regard to consideration of race, color, creed, sex or national origin.

F. No Employee covered by this Agreement shall be discharged, demoted, suspended, transferred, or affected in any way because of lawful political beliefs or activities.

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ARTICLE I

RECOGNITION

A. The Cranston School Committee recognizes LIUNA, Local Union 1322 as the sole and exclusive bargaining representative of all employees in the bargaining unit as defined in case number EE-3633, dated May 15, 2000 by the parties.

B. The bargaining unit shall consist of all Bus Drivers regularly

employed to operate motor vehicles belonging to the Cranston Public Schools for the expressed purpose of transporting Cranston students to and from Cranston Public Schools, as designated by the Cranston School Committee, and special trips.

C. The bargaining unit shall also include those hourly employees assigned to the transportation department, whose primary duty is to maintain vehicles, but who occasionally are assigned to drive.

ARTICLE II

CLASSIFICATION

A. Bus Driver

- 1. Employee available five days each week for minimum of twenty (20) hours based on a five-day week.**
- 2. Specific hours to be determined by schedule with notification to the union.**
- 3. Employee also available for special trips, days, nights, weekends, and summer assignments on a volunteer basis.**
- 4. A distinction is hereby made between drivers of large buses and drivers of special needs buses (35 or less).**

B. Mechanic

- 1. Employee available five days each week, Monday through Friday for a minimum of forty (40) hours from 7:00 a.m. to 4:00 p.m. Other than in an emergency any change in work schedule requires a one-(1) week notification or overtime will be paid for first 8 hours,**
- 2. Employee to be available for performing various maintenance as required by the transportation coordinator.**

3. Bus inspection – when the temperature rises above 90 degrees or descends to less than 20 degrees, or the wind chill factor reaches bitter cold, minus 4 as set forth by the WJAR Channel 10 “weather bug” located at Cranston High School East, the Union shall notify the director or acting director of Transportation as the case may be, to cancel inspections. The decision shall be within the discretion of the director, but he shall not deny such request unless in his reasonable opinion an emergency situation exists, and the work to be performed is directly related to the emergency. The temperature and/or wind chill factor as set forth above shall be determined by the WJAR Channel 10 weather bug located at Cranston High School East.

C. For the purpose of “summer work,” runs will be given by seniority according to the size bus that is driven during the school year. After assignments of runs have been made, those remaining will be given by overall seniority.

D. If a mechanic is requested to start his/her workday earlier than scheduled, he/she will not be sent home earlier at the end of his/her workday.

E. Employee must work 2/3 of school year or more to be eligible for summer work. However, if there are not enough union employees eligible, all remaining union members will be offered work prior to any non-union employees.

ARTICLE III

SELECTION AND APPOINTMENT

A. The Superintendent or his/her designee shall be responsible for the selection, employment and assignment of all employees covered

by this agreement, subject to School Committee approval.

All new employees hired as of July 1, 2011 and during the term of this agreement shall be a one year probationary, non-union employee and will have no rights or recourse to dismissal as to the provisions of this agreement. These employees will not receive any benefits that the Bargaining Unit members are entitled to and will not be required to pay Union dues during the probationary period.

B. Notice of vacancies and/or new positions shall be posted on the Transportation bulletin board at the Park View Garage, Fletcher Avenue Garage, and Transportation Plant Operations office for a five (5) workday period including one work Monday. Such notice shall state the schedule and hours. Any person interested in the posted position must apply in writing to the Director within the five (5) work day posting period. The notice shall be dated and shall designate the last day on which applications for the vacancy will be accepted. If an employee is awarded the bid, that employee will be placed in the new assignment within ten (10) workdays.

If the employee cannot take the new assignment within the ten (10) work days, the bid will be awarded to the next senior bidder. In the event there are extenuating circumstances, the Director of Transportation shall notify the Business Manager or designee.

1. Postings will include a copy of the run sheet and will show if the run is more than 180 days.

2. Vacancies or new runs shall be posted at Fletcher Avenue Garage, Park View Garage and Briggs within ten (10) days for any members of the bargaining unit to bid on.

3. If a vacancy or a new run is posted during the months of May or June, the Driver will be awarded the run but not moved to the run until September.

4. Mail run shall pay minimum of three (3) hours.

C. At the time of initial employment, the School Department will supply the new employee with a copy of the current existing working agreement.

D. Bus drivers shall be permitted to exercise the provisions of paragraph B above no more than twice each school year.

E. The School Committee agrees to pay for any physical examination required by state law for drivers to secure a school bus driver's license and mechanics if related to their jobs.

F. The Business Manager of the Union shall be notified of all openings, vacations, vacancies, proposed changes and any and all matters relating to all Union members' duties in the bargaining unit.

G. Annual increases will be given to employees hired prior to January 1st. An employee hired after January 1st shall remain on the step at the time until the following year.

ARTICLE IV

SECURITY

A. All employees covered by this agreement, who are members of the Union on the effective date of this agreement, shall remain members of the Union for the life of this Agreement.

B. The Union agrees to provide the Human Resource Office of the Cranston Public Schools properly executed individual membership cards for each member of the Union as soon as membership is established.

ARTICLE V

PAYROLL DEDUCTIONS

Section 1. During the term of this Agreement, every employee in the bargaining unit who is not a member of the Union shall, as a condition of employment, on and after the effective date of this Agreement, unless otherwise stated herein, pay to the Union a monthly service charge in the amount equivalent to the then current dues uniformly required for members of the Union. The initiation fee can be deducted from the new employee's pay over six (6) pay periods equal to three hundred (\$300) dollars. An authorization must be signed by the employee permitting the school department to make these deductions.

Section 2. The failure of any employee to maintain membership or pay the service charge required of non-members in accordance with the terms of the Agreement shall be considered grounds for dismissal under the provisions of this contract. Upon notification by the Union of such failure on the part of any employee, the Cranston Public Schools Department agrees to discharge such employee, provided however, that nothing contained herein shall be construed so as to place any obligation upon the Cranston Public Schools Department to discharge any employees for failure to maintain membership in the

Union if the membership was terminated for reasons other than the failure of the employees to tender the periodic dues and initiation fees uniformly required as a condition of maintaining membership.

Section 3. The Cranston Public Schools shall deduct from the current wages of employees, in accordance with the express terms of a signed authorization to do so, the weekly dues of the Union or the service charges including the Laborers' National (Industrial) Pension Fund Contribution Surcharge provided in Article XXI. Such deductions shall be made bi-weekly each month for which they are due and shall be forwarded to the Secretary-Treasurer of the Union, together with a check-off list setting forth the names of the employees and the amount of deduction. If any employee has no earnings due for that paycheck, the Union shall be responsible for collecting said dues. The Union will give the Cranston Public Schools thirty (30) days' notice of any change in the amount of uniform dues to be deducted.

Section 4: The Union shall indemnify, defend, and save the Cranston Public Schools harmless against any and all claims, demands, suits or other forms of liability and for all legal costs excluding costs incurred by the Cranston Public Schools that shall arise out of or by reason of action taken or not taken by the Cranston Public Schools in complying with the provisions of this Article. The Union shall further indemnify and hold harmless the Cranston Public Schools for any claims of ERISA violations as a result of payroll deductions.

Section 5: Deductions made under the provisions of this Article will be transmitted at intervals of no greater length than every two (2)

weeks to the Secretary-Treasurer, Local 1322 at 410 South Main Street, Providence, RI 02903.

ARTICLE VI

SAVINGS CLAUSE

A. In the event that any section of any provision of this agreement is or shall at any time be declared contrary to law, all sections of said provisions and all other provisions of this agreement shall be in effect.

ARTICLE VII

SENIORITY

A. Seniority shall be defined as total length of regular and continuous employment within the transportation division of the Cranston Public Schools. Seniority shall begin upon appointment of employee by the School Committee. In the case of a tie, date of application will be used. Should the date of application be the same, seniority shall be determined by lottery.

B. Seniority shall continue to accrue during any approved leave of absence for a period not to exceed one (1) year and shall be broken when an employee covered by this agreement terminates voluntarily or is terminated under the provisions of Article XIV of this agreement, or fails to return to work on the date specified at the time the leave was granted.

C. A seniority list of all employees covered by this agreement shall be provided to the Union and shall be posted by the Committee no more frequently than once a year.

1. By November of each year, the Transportation Office shall mail to

each member a seniority list and a total of accrued sick days.

D. Seniority shall control the order of layoff and recall. A two-week notice of layoff shall be given, except in cases where the bus runs are cancelled. When recalled, an employee must return within two (2) weeks. Failure to return upon recall as stated wherein will result in the voluntary termination of the employee.

E. When a vacancy and/or new position become available, it shall be filled within rank by the employee with the most seniority. Bus Drivers and Mechanics shall be placed in separate classifications for the purpose of seniority and will enjoy bumping and bidding rights only within their own classification.

F. Each employee covered by this agreement shall be allowed to examine his/her own personnel file, providing a twenty-four (24) hour notice is given to the Human Resource Office. Confidential and privileged information such as credentials, letters of reference from individuals or former employers, are exempt from review. Confidential and privileged material shall be removed from the file prior to review. The employee may be permitted to reproduce his/her file, other than confidential or privileged material, provided that the individual assumes the cost of reproduction.

G. There will be a sign up sheet for snow removal for all union members.

ARTICLE VIII

SPECIAL TRIPS

A. “Special trips” are defined as the following: interscholastic sports and field trips.

B. Insofar as is practical, drivers will be assigned by seniority according to the size vehicle they normally drive and which is needed for the “special trip.” If no driver becomes available by seniority by size vehicle, the Director of Transportation will assign by size vehicle, the least senior driver, and there shall be no options for refusal. A force list shall be established.

C. Bus drivers shall be compensated for a minimum of two (2) hours when assigned for Special Trips as defined under this Article, except nights, weekends, and holidays at which time Drivers will be compensated for a minimum of four (4) hours. If possible, Drivers shall receive at least five (5) days’ notice of said trips. Mechanics shall be paid a minimum of three (3) hours when called back to perform duties after regular working hours. Any Driver “called back” to perform any unscheduled work shall be paid for a minimum of three (3) hours.

D. When a trip is cancelled, the driver who had been assigned shall, within the same work week, be given the opportunity to be given the trip which had been assigned to the least senior driver, provided the cancellation falls under the following:

1. If a trip is cancelled on Saturday or Sunday, the reschedule shall be for trips Tuesday through Friday.

2. If a trip is cancelled on Monday, the reschedule shall be for trips Wednesday through Friday.

3. If a trip is cancelled on Tuesday, the reschedule shall be for trips on Thursday or Friday.

5. If a trip is cancelled on Wednesday, the reschedule shall be for trips on Friday.

There shall be no rescheduling of trips cancelled on a Thursday or Friday.

E. For the purpose of this Article, night trips shall be defined as trips that commence on or after 4:00 p.m. and finish after 6 p.m.

F. All Holiday and Sunday trips shall be assigned on a rotating basis for those Drivers who have signed up for such trips by seniority.

F. If a sick day, Holiday, or vacation time falls during the period a Driver is working a regular special run, computation for said pay shall be the average hours worked during the previous four (4) weeks.

G. The Director of Transportation shall notify the Business Manager within ten (10) working days following the assignment of a Driver to a regular special run.

H. Any Driver signing up for field trips shall not sign up for weekends or holidays only. A Driver must also be available for either weekday or week- night trips, except in cases of emergency.

I. Regular special runs shall be defined as those runs serving programs where transportation is needed for a period of eight (8) consecutive weeks or more during the school year.

J. If a Driver is called by telephone for a special trip taking place the following day and they are not home, there is no answer, or an answering machine answers, no message will be given and the next

available Driver will be called.

1. If a Driver is called by telephone for a trip taking place two (2) days in advance, and there is no answer, they will not receive another call. If the phone is answered by someone other than the driver or an answering machine answers, a message shall be left. The Driver must return the call by 10:00 a.m. the following day. If not, the next available Driver will be called.

K. If two (2) or more Drivers appear for the same trip and fewer buses are required, the senior Driver shall have the option to do the trip.

L. Trip sheets will be posted for special needs buses.

ARTICLE IX

WORK SCHEDULES

A. The work day, work week, and work year of each Driver will be required

by the assigned route.

B. The minimum workday shall be four (4) hours.

C. Bus Drivers shall be responsible for the inspection of safety devices and

**cleanliness of buses. In fulfilling these responsibilities and duties,
Bus**

Drivers shall:

**1. Sweep buses and clean windshields daily. Upon request, cleaning
materials will be provided by School Department.**

**2. Perform daily pre-trip inspection as required by Rhode Island State
law.**

**The above responsibilities and duties shall be performed during
regular**

**work hours and the employees shall be compensated at their
regular**

hourly rate.

**D. If, in the opinion of the Driver, the bus does not meet minimum
safety**

**Standards, the Transportation Director shall be so informed
immediately.**

Failure to report mechanical problems with the bus or not following procedures set forth by the Director of Transportation may result in disciplinary action.

E. Every effort will be made each year to assign schedules, hours, and routes consistent with the previous year's schedule, hours, and routes.

F. Kindergarten runs will be considered a part of a Driver's regular run and compensation will be assessed on a minimum of two (2) hours. When a Driver of a bus with a Kindergarten run expects to be out for more than two (2) consecutive days, the Director of Transportation shall assign another Driver for that period according to seniority from a list of Drivers wanting Kindergarten runs.

(1) Every effort will be made to schedule more senior Drivers to

Kindergarten runs that are longer than two (2) hours.

G. Assigning of Bus Driver duties by the Director of Transportation or his designee during a "lay-over" period between regularly scheduled runs shall not be considered "special runs".

H. At the discretion of the Director of Transportation, Bus Drivers may be required to attend in-service meetings. Compensation for attending in-service meetings shall be at the Driver's regular hourly

rate for a minimum of three (3) hours.

I. Drivers assigned runs to schools other than Cranston's are required to

complete those runs as scheduled in that school's calendar.

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J. Drivers are responsible for School department equipment signed out to them. If the Driver is negligent and the equipment is lost or stolen, the Driver is held responsible. If the equipment is locked and concealed in their vehicles or is in their dwelling (not a common hallway) and said equipment is stolen, the Driver will not be held responsible. In all cases of missing equipment, The Police Department must be notified and a Police Report must be filed.

ARTICLE X

OVERTIME

A. Overtime work is defined as time over forty (40) hours per week excluding Mechanics, whose overtime is defined as time over eight (8) hours per day. The rate for overtime work requested by the School Department will be at the rate of time and one-half of the employee's regular hourly rates.

B. Summer assignments shall be made according to the seniority of employees desiring summer employment. For employees of large buses, a voluntary, non-compensated job selection meeting (jamboree) will be held prior to the end of the school year. For drivers of small buses, a voluntary, non-compensated job selection meeting (jamboree) will be held on or about the 3rd Friday in June. If an

insufficient number of employees express an interest in summer employment, assignments will be made and must be accepted on a seniority basis: the least senior being assigned first.

C. Compensation for assigned work on legal holidays and on Sundays shall be double time the Driver's regular hourly rate.

ARTICLE XI

MANAGEMENT RIGHTS

Unless expressly provided otherwise in this agreement, the Cranston School Committee reserves the right to:

1. Direct the work of its employees.
2. Hire, promote, demote, transfer, evaluate, assign, and retain employee's positions within the school system.
3. Suspend or discharge employees.
4. Maintain the efficiency of school operations.
5. Determine services to be rendered by the Cranston Schools.
6. Take actions as may be necessary to carry out the mission of the Cranston Public Schools.
7. Determine the methods, means, and personnel by which operations are to be carried on.
8. Be the policy-making and governing body of the public schools.
9. Take any other action, which is in the best interest of the Cranston Public Schools.

ARTICLE XII

LEAVES OF ABSENCE

A.

1. Members of the bargaining unit governed by the provisions of this agreement shall be allowed to accrue one (1) day of sick leave per month provided the members of the bargaining unit work ninety percent (90%) of the month. If, however, a member is absent more than ten (10) percent of the work days in two (2) or more months of a fiscal year, no accrual will take place for the second month, third month, etc. Months do not need to be consecutive.

Effective October 7, 2011 accrued sick days/sick banks for all Bargaining Unit members shall be frozen as set forth in Exhibit C attached hereto and made a part of hereof. And no unused sick days shall be allowed to accumulate or be added during the term of this Agreement for purposes of payout to Union members who have worked for the transportation department for ten (10) years or more upon retirement from the Cranston Public Schools. In the event that any Bargaining Unit employee has accrued and exhausted ten (10) days of sick leave in a contract year, and only in that event, that member will be allowed to access any sick days that he or she has accumulated. Notwithstanding the above, Bargaining Unit members Bus Drivers may accrue up to five (5) ten (10) days of unused sick time per year, not to exceed sixty (60) days in total; and mechanics may accrue up to twelve (12) days of sick time per year, not to exceed sixty (60) in total. days but However, as stated above, this will not be counted as part of the payout at the end of their term.

2. The Committee reserves the right to request a medical certificate when an absence for personal illness in excess of three (3) days is recorded. The medical certificate will require the nature of the illness,

next scheduled evaluation and return date. This provision cannot violate HIPAA (Employer's Guide to HIPAA Privacy Requirements, Section 200, pages 6 and 7). At any time, at the option of the Administration, the union members may be required to submit to an examination by a physician selected by the Administration.

3. In the event that the earned sick leave of a union member has been exhausted, a written request may be made for the extension of leave, without compensation, for a period not to exceed six (6) calendar months or the remainder of the school year, whichever is longer. A request for such an extension of sick leave must be made in writing to the Superintendent of Schools and be accompanied by a medical certificate stating the nature of the illness and necessity for leave.

4. Workmen's Compensation benefits shall be provided for members of the bargaining unit. The payment received by a member of the bargaining unit under provisions of the Workmen's Compensation Act shall be in lieu of any contractual salaries or wages payable to said union member.

5. If a Holiday falls while an employee is on sick leave, said day will be paid as a Holiday and not be charged against sick leave.

6. Union members who achieved perfect attendance during the school year shall be entitled two (2) days' pay. Union members who have worked for the Transportation Department for ten (10) years or more, upon retiring from the Cranston Public Schools shall receive compensation for sick days they have accumulated at a rate of \$20.00 per day for the total number of sick days accumulated. Union members who have worked for the Transportation Department for

twenty (20) years or more and have accumulated a minimum of 120 days, upon retiring from the Cranston Public Schools shall receive compensation for sick days they have accumulated at a rate of \$50.00 per day for the total number of days accumulated.

B. BEREAVEMENT

1. In case of death in the immediate family, (father, mother, sister, brother, son, daughter or spouse) all employees governed by the provisions of this agreement maybe absent for a period of seven (7) calendar days including the day the death occurs without loss of pay.

2. In case of death of a Mother-in-law, Father-in-law, Grandparent, Grandchild, Son-in-law, Daughter-in-law, Brother-in-law, or Sister-in-law, the employee may be absent for a period of four (4) workdays, including the day the death occurs.

3. In the case of death of a relative by blood or marriage not listed in #1 or #2 above, the employee may be absent on the day of the funeral without loss of pay.

4. In the event that additional time is necessary to travel long distances in cases of bereavement the employee may be granted such travel time at the discretion of the Director of Transportation, but such additional time will be taken without compensation.

C. JURY DUTY

1. Leave for jury duty shall be granted and the difference between the union member's normal salary and the salary paid for jury duty shall be paid to the union member.

D. MILITARY LEAVE

1. Any employee covered by this agreement who is required to participate in activities relating to membership in a military reserve unit shall be granted military leave with pay equal to the difference between the amount the employee receives from said military unit and the amount the employee would ordinarily receive had the employee worked for the Cranston Public Schools System during said leave.

E. Payment under this Article shall be based upon the employee's average

Work day, excluding overtime.

F. UNION REPRESENTATION LEAVE

1. At the discretion of the union, members of Local 1322 shall be granted a total of fifteen (15) days per year for the purpose of engaging in local, state, and/or national union activities without loss of pay, provided the union pay for the cost of substitutes.

G. PERSONAL LEAVE

1. A written request for an unpaid leave under this section (H) must be made not less than thirty (30) days prior to the date the leave is to begin. There may be exceptions in the case of extreme emergencies. Leave for the remainder of the school year (up to one (1) full year) may be granted at the discretion of the Superintendent.

2. Seniority shall continue to accrue during the period of personal leave.

3. All benefits will be discontinued during the period of personal leave granted under this section.

4. Employees granted leave under this section who fail to return to work at the expiration of personal leave will be considered to have voluntarily terminated their services with the Cranston Public Schools.

5. The Committee agrees to return the employee to at least a position comparable to the position from which leave was granted.

I. FAMILY ILLNESS

1. Members may be granted two (2) days compensation from accrued sick leave for family illness. Physician's Certificate stating the nature of the illness may be required.

H. Regardless of the nature of unpaid leave, members shall have the option to continue in the group health plan by making monthly contributions, at no expense to the Cranston Public Schools.

I. Summer Work-III Time

1. Drivers who are scheduled or anticipate surgery during the summer may bid on summer work provided they can work a minimum of three (3) weeks of the program.

2. Drivers must inform the Transportation Director prior to the jamboree for summer work and are responsible for finding their own replacements.

3. The Transportation Director must be informed of who shall be the replacement driver prior to the summer jamboree.

4. Neither driver is eligible for sick time during the summer.

5. Drivers who are assigned summer runs and cannot complete the run due to injury or illness not related to the job must submit a

physician's note as to the reason.

6. If a driver has worked fifty (50%) percent of the scheduled days of the program and has sick time, the driver shall receive sick pay.

7. Drivers that are assigned a summer run shall be allowed to take up to four (4) sick days if needed. These days do not count toward the fifty (50%) of the scheduled days of a program.

8. Under this provision 230 day drivers are excluded.

ARTICLE XIII

HEALTH INSURANCE

A. The Committee shall provide individual or family coverage for medical insurance, including a student dependent rider to age 24 26. The Committee will have the option of offering multiple plans for all employees and applicable riders as outlined in plan dated July 1, 2008. Effective October 7, 2011 Aall bargaining unit members will be responsible for a twenty (20%) percent cost based upon their plan. With regard to 2012-2013, all bargaining unit members will pay the same cost share that is in effect for the teachers, but no more that the twenty (20%) percent. Payments under this article shall be subject to section 125 of the IRS code. Effective January 1, 2016 medical benefits shall be as set forth in Exhibit B which shall include a \$250 deductible for an individual plan and a \$500.00 deductible for the family plan. The administration agrees to reimburse a bus driver/mechanic for 50% of the deductible paid by the bus driver/mechanic, up to a maximum of \$250.00. That reimbursement

shall be made within thirty (30) days following the end of the calendar year. For the calendar year 2018, and any subsequent year, bus drivers/mechanics shall be solely responsible for payment of the entire deductible.

B. The Committee shall provide the individual or family plan dental insurance, including a student dependent rider to age 24 26. The annual maximum dental coverage will be \$1500 per person and the Orthodontic rider lifetime maximum will be \$1500 per person. All applicable riders as outlined in the plan dated July 1, 2008 will apply to said coverage. The dental plan is as set forth in Exhibit C. Effective October 7, 2011 Aall bargaining unit members will be responsible for twenty (20%) percent cost share. With regard to 2012-2013 all bargaining unit members will pay the same cost share that is in effect for teachers, but not more than twenty (20% percent. Payments under this article shall be subject to section 125 of the IRS code.

C. The Committee will not offer health and or dental insurance coverage if the employee is covered as a dependent under another plan provided by the Cranston School Department or the City of Cranston.

Employee A and employee B's health coverage shall be adjusted pursuant to a Memorandum of Agreement executed by the parties. Employee A's coverage will be eliminated and Employee B's coverage will be reduced from family coverage to individual

coverage. As to Employee A, coverage will not be available for the duration of this agreement unless satisfactory written evidence is presented to the Committee establishing that the coverage that is available to him or her through the spouse's employment is no longer available. As to Employee B, no coverage shall be available for the duration of this agreement unless satisfactory written evidence is presented to the Committee indicating that there has been a change in the circumstances which would require family coverage.

D. The Committee shall provide a \$20,000 group life insurance plan.

ARTICLE XIV

TERMINATIONS

1. Unauthorized absences, incompetence, insubordination, conduct unbecoming a School Department Employee, or other acts which may be considered not in the best interest of the Cranston Public Schools may be considered just cause for dismissal.

2. Incompetence is defined as:

A. Unsafe Driving Habits.

B. Accidents due to Driver negligence.

C. Violations of State Law or Regulations of the Registry of Motor Vehicles.

D. Violation of Cranston School Committee Policies and related administrative regulations.

3. Insubordination is defined as: Refusal of an n Employee to carry

out the directions of a Superior.

4. Conduct unbecoming to a School Department Employee is defined as: flagrant and frequent acts of discourtesy to School Administrators, Parents, Students and School Principals.

B. It is the driver's responsibility to meet all State and Federal requirements now and in the future in order to qualify for being a school bus driver in the State of Rhode Island. If these requirements are not met by August 1st of each year, the Driver will receive:

1ST Offense: Five (5) Workday Suspension without pay

2ND Offense: Twenty (20) workday suspension without pay

3RD Offense: Termination

ARTICLE XV

GRIEVANCE PROCEDURE

A. STEP 1 – Any employee who believes he/she has a legitimate complaint, may, with a union representative present, discuss the complaint with his/her superior within ten (10) working days of the knowledge of the event leading to the complaint.

B. STEP 2

1. If no satisfactory resolution has been reached, a grievance shall be reduced to writing within ten (10) working days following the Step 1 meeting and forwarded to the Chief Operating Officer. The signed grievance shall include:

a. Name and position of grievant.

b. The date of occurrence of the complaint being grieved and the facts involved.

c. The corrective action requested.

2. A hearing to discuss the grievance shall be held by the Chief Operating Officer within ten (10) working days following receipt of the grievance.

3. The Chief Operating Officer shall render a decision in writing within ten (10) working days following the hearing at Step 2.

C. STEP 3

1. If no satisfactory resolution has been reached at Step 2 or if no decision is rendered, the grievance may be appealed to the Superintendent of Schools within ten (10) working days following receipt of the decision at Step 2.

2. The Superintendent will conduct a hearing of the grievance within twenty (20) working days of receipt of the appeal to Step 3. The Superintendent shall render a decision within fifteen (15) working days following the hearing at Step 3.

D. STEP 4 – Arbitration

1. If no satisfactory resolution has been reached at Step 3, or no decision is rendered, the union may, within fifteen (15) working days after the decision at Step 3, give to the Committee written notice that the matter is to be submitted to Arbitration under the rules of the American Arbitration Association.

a. The Committee and the Union may agree upon a mutually acceptable Arbitrator or either party may make request for a list of Arbitrators to the American Arbitration Association.

b. The Parties will be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association regardless of how the Arbitrator is selected.

c. The decision of the Arbitrator shall be final and binding on all matters regarding a grievance filed under the provisions of this article, except that the Arbitrator may not add or subtract nor modify the terms of this agreement; and no appeal shall be taken except as provided by the General Laws of the State of Rhode Island.

E. TIMELY GRIEVANCES

1. Grievances which are not received by a Superior within the provisions of paragraph B1 above, or which are not appealed within the stated time limits, shall be considered as waived and not entitled to further consideration.

2. If the Administration fails to respond to a grievance at any step within the specified time limits, the Union may proceed to the next step of the grievance procedure.

3. The Union agrees to screen grievances in order to prevent unnecessary grievances from consuming the time of the Parties.

F. Grievances regarding the termination of an employee may be initiated at step 3 of this grievance procedure.

G. The Union agrees that it will not bring or continue, and that it will not represent any employee in, any grievance that is substantially similar to a grievance denied by the decision of an Arbitrator; and the Committee agrees that it will apply to all substantially similar situations the decision of an Arbitrator sustaining a grievance.

ARTICLE XVI

GENERAL

A. This agreement incorporates the entire understanding of the

parties on all issues that were or could have been the subject of negotiation.

B. All Union members covered by the provisions of this agreement will participate in the Municipal Employees Pension Plan and be subject to all provisions as established by the Rhode Island Retirement Board.

C. A three (3) day notice to the Director of Transportation is required in the event a Union member is to be absent for reasons other than emergencies such as Doctors and Dentists appointments and other such reasons normally known to the employee far in advance.

ARTICLES XVII

HOLIDAYS

A. During 2011-2012 all bargaining unit member will be entitled to the following paid holidays:

LABOR DAY CHRISTMAS DAYNEW YEAR'S DAY

VETERANS DAY THANKSGIVING DAY

GOOD FRIDAY DAY AFTER THANKSGIVING ELECTION DAY (WHEN SCHOOLS ARE NOT IN SESSION)

MEMORIAL DAY MARTIN LUTHER KING DAY

JEWISH HOLY DAYS (WHEN LISTED AS A HOLIDAY ON THE SCHOOL CALENDAR)

With regard to 2012-2013 Aall bargaining unit members will be

entitled to the following paid holidays:

LABOR DAY CHRISTMAS DAY

COLUMBUS DAY NEW YEAR'S DAY

VETERANS DAY GOOD FRIDAY

**THANKSGIVING DAY ELECTION DAY (WHEN SCHOOLS ARE
CLOSED)**

DAY AFTER THANKSGIVING MEMORIAL DAY

MARTIN LUTHER KING DAY

B. In order to be eligible for compensation for any of the above Holidays, a Driver must have worked the last regular workday before the Holiday and the next regular workday following the Holiday. Notwithstanding the above, compensation for a Holiday may be made to a Union Member who has been absent, at the discretion of the Chief Operating Officer.

C. Computation for Holiday pay shall be based on the Employee's average workday excluding all overtime activity.

D. Holidays falling on Sunday and celebrated on Monday shall be included providing all other criteria are met.

E. Those Employees assigned to work between July 1st and August 31st shall receive the two (2) additional paid Legal Holidays of Independence Day and Victory Day, providing provisions of paragraph B above have been complied with. If a summer program begins the day after July 4th, the Driver shall be paid for the Holiday.

ARTICLE XVIII

VACATIONS

A. As of September, those employees who have completed one (1) full year of service with the Cranston Public Schools, Transportation, as a driver or mechanic will be granted one (1) week vacation, to be taken during the Holiday recess period.

B. As of September, those employees who have completed three (3) years of service with the Cranston Public Schools, Transportation, as a driver or mechanic will be granted two (2) weeks vacation, to be taken during the recess periods.

C. As of September, those employees who have completed six (6) years of service with the Cranston Public Schools, Transportation, as a driver or mechanic will be granted three (3) weeks vacation, to be taken during the recess periods.

D. Those employees, who have completed ten (10) years of service with the Cranston Public Schools as a mechanic, will be granted four (4) weeks of vacation. notwithstanding the provisions of any previous contracts (i.e. any drivers who had been entitled to four weeks vacation under prior contracts are not entitled to a fourth week under this agreement). Vacation will be taken during the three recess periods and the fourth week will be paid at the end of the school year with the approval of the Director of Transportation.

E. In the event an employee is required to work during his/her designated vacation period, that employee shall receive vacation pay in addition to salary for work performed, or in lieu of the vacation pay, vacation at a later date as requested by the employee and subject to approval by the Director of Transportation.

F. Effective with the 2003-2004 School Year and thereafter, Drivers

and/or Mechanics will have their vacation time pro-rated based upon the number of paid work days from the previous school year.

ARTICLE XIX

LONGEVITY

A. Regularly appointed employees governed by the provisions of this agreement shall receive an annual longevity increment of \$400.00 after having completed ten (10) years of continuous service as of September 1st with the

Cranston Public Schools, as a driver, mechanic or tradesperson

B. Annual longevity increment of \$575.00 shall be given to those employees having completed fifteen (15) years of continuous service as of September 1st with the Cranston Public Schools, driver, mechanic or tradesperson

1. The increment shall be included as of the beginning of the salary year following the completion of ten (10) or fifteen (15) continuous years of service and annually thereafter.

2. Every effort shall be made by the Cranston Public Schools to pay by separate check no later than the first pay period in October of each year.

C. Sections A and B will be increased by \$100.00 in year two of the contract as

well as year three.

Contract Year	10 year	15year
2008-2009	\$500.00	\$675.00
2009-2010	\$600.00	\$775.00
2010-2011	\$600.00	\$775.00

ARTICLE XIX

NO STRIKE – NO LOCKOUT

During the term of this agreement the Union agrees that there shall be

No lockouts, strikes, walkouts, sit-ins, slow-downs, or other interruptions,

suspensions or cessation of work or any picketing or interference of any nature

with the operations of the School Department by the Union, or by any of its

members or at its insistence for any reason whatsoever, or because of any

matter in controversy or dispute between the Union or any of its members and

others or between the School Department and others. The School Department

agrees not to lock out union employees.

ARTICLE XX

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

NATIONAL (INDUSTRIAL) PENSION FUND

Section 1. Effective July 1, 2011 Tthe Employer shall contribute to the Laborers' International Union of North America National (Industrial) Pension Fund the sum of fifty-four (.54) cents per hour for each hour paid to employees covered under the Collective Bargaining Agreement. Effective July 1, 2012 the Employer shall contribute to the Laborers' International Union of North America National (Industrial) Pension Fund the sum of fifty-four (.54) cents per hour for each hour paid to employees covered under the Collective Bargaining Agreement.

Section 2. The payment to the Pension Fund required above shall be made to the "Laborers' International Union of North American National (Industrial) Pension Fund" which was established under an Agreement and Declaration of Trust, a copy of which has been signed by the Employer in the place provided at the end of such Agreement.

Section 3. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Pension Fund.

Section 4. Effective October 7, 2011 Pparticipating Bargaining Unit employees shall be responsible to pay any "Contribution Surcharge" (presently ten (10%) percent of the regular monthly contribution) through payroll deduction. Further, the payroll deduction contained in Article V relating to the laborers' National (Industrial) Pension Fund

shall be adjusted going forward in accordance with Exhibit D attached hereto and made a part hereof. The Cranston Public Schools will submit the participating Bargaining Unit members' contribution to the Fund.

Article XXII

Successor and Assigns

This agreement shall be binding upon the City of Cranston School Committee and the Union and its successor and assigns. No provision herein contained shall be nullified or effected in any manner as a result of any change in the administration of the Cranston School Committee. Should any article, section or clause of this agreement be declared illegal by a Court of competent jurisdiction, Rhode Island General Law(s) and or Federal Law(s) then that article, section or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

ARTICLE XXIII

DURATION OF AGREEMENT

Section 1. The provisions of this Agreement will be effective July 1, 2014, unless otherwise stated herein, and will continue in full force and effect until June 30, 2017. This agreement shall be effective as of the first date stated in this Agreement, and shall remain in effect until

midnight of June 30, 2017, and shall be automatically renewed thereafter from year to year unless notice of termination or a desire to modify or change this agreement is given in writing by either party at least ninety (90) days before the expiration date.

Section 2. Any changes or modifications to this agreement may be made by either party and must be submitted in writing.

IN WITNESS WHEREOF, the parties hereby have caused their presents to be signed by their duly authorized representatives on the day of _____, 2014

ANDREA IANNAZZI RONALD R. COIA CRANSTON SCHOOL
COMMITTEE RHODE ISLAND LABORERS'
DISTRICT COUNCIL on behalf of
LOCAL UNION 1322

JUDITH LUNDSTEN ARTHUR J. JORDAN
SUPERINTENDENT OF SCHOOLS BUSINESS MANAGER
LOCAL UNION 1322

Exhibit A (a) (b) (c)

DRIVER

STEP 2014/2015 2015/2016 2016/2017

1	15.46	15.77	15.77
2	15.74	16.05	16.05
3	16.04	16.36	16.36
4	16.33	16.66	16.66
5	16.63	16.96	16.96
6	16.95	17.29	17.29
7	17.15	17.49	17.49
8	17.47	17.82	17.82
9	17.80	18.16	18.16
10	18.13	18.49	18.49

MECHANIC

STEP 2014/2015 2015/2016 2016/2017

1	18.89	19.27	19.27
2	19.39	19.78	19.78
3	19.83	20.23	20.23
4	20.30	20.71	20.71
5	20.74	21.15	21.15
6	21.24	21.66	21.66
7	21.53	21.96	21.96
8	21.88	22.32	22.32
9	22.30	22.75	22.75
10	22.72	23.17	23.17

GARAGE ASSIST

STEP 2014/2015 2015/2016 2016/2017

1	15.46	15.77	15.77
2	15.74	16.05	16.05
3	16.04	16.36	16.36
4	16.33	16.66	16.66
5	16.63	16.96	16.96

6 16.95 17.29 17.29
7 17.15 17.49 17.49
8 17.47 17.82 17.82
9 17.80 18.16 18.16
10 18.13 18.49 18.49

 

 

AGREEMENT

between

CRANSTON SCHOOL COMMITTEE

and the

RHODE ISLAND LABORERS' DISTRICT COUNCIL

on behalf of

LOCAL UNION 1322

TRADESPEOPLE UNIT

of the

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

AFL-CIO

EFFECTIVE: July 1, 2014 through June 30, 2017

SCHOOL COMMITTEE – CRANSTON PUBLIC SCHOOLS

Andrea Iannazzi, Chairperson

Trent Colford

Stephanie Culhane

Jeff Gale

Paula McFarland, Clerk

Janice Ruggieri

Michael A. Traficante

NEGOTIATION COMMITTEE

Judith Lundsten, Superintendent

Jeannine Nota-Masse, Assistant Superintendent

Raymond L. Votto, Jr., Chief Operating Officer

Joseph Balducci, Chief Financial Officer

Joel Zisseron, Director of Transportation

RHODE ISLAND LABORERS' DISTRICT COUNCIL

LOCAL UNION 1322

Arthur J. Jordan, Business Manager Secretary-Treasurer

Kathleen Albertson

Darlene Griffin

Steve Hogan

Lynn Page

Edward Ferry

AGREEMENT

PREAMBLE

This agreement by the Cranston School Committee, hereinafter referred to as the “SCHOOL COMMITTEE” or “COMMITTEE” and the Rhode Island Laborers’ District Council on behalf of Local Union 1322 of the Laborers’ International Union of North America, AFL-CIO, hereinafter referred to as the “UNION”, located at 410 South Main Street, Providence, RI 02903, has as its purpose the promotion of harmonious relationship between the School Committee and the Union.

PRINCIPLES

G. This Agreement is entered into to facilitate the adjustment of grievances and disputes between the Employer and Employees, to provide, insofar as possible, for the continuous employment of labor and to establish necessary procedures for the amicable adjustment of all disputes which may arise between the Employer and the Union.

H. The Employer and the Union encourage the highest possible degree of practical, friendly, cooperative relationships between their

respective representatives at all levels. The officials of the Employer and the Union realize that this goal depends primarily on cooperative attitudes between people in their respective organizations at all levels of responsibility and

those proper attitudes must be based on full understanding of and regard for the respective rights and responsibility of both the Employer and the Employees.

I. There shall be no discrimination against any Employees by reason of race, color, creed, sex, or Union membership.

J. All reference to Employees in this Agreement designates both sexes and wherever the male gender is used it shall be construed to include male and female employees.

K. The Employer and the union affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, remembering that the public interest remains in the full utilization of an employee's skill and ability without regard to consideration of race, color, creed, sex or national origin.

L. No Employee covered by this Agreement shall be discharged, demoted, suspended, transferred, or affected in any way because of lawful political beliefs or activities.

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ARTICLE I

RECOGNITION

D. The Cranston School Committee recognizes LIUNA, Local Union 1322 as the sole and exclusive bargaining representative of all employees in the bargaining unit as defined in case number EE-3633, dated May 15, 2000 by the parties.

The bargaining unit shall consist of all Bus Drivers regularly employed to operate motor vehicles belonging to the Cranston Public Schools for the expressed purpose of transporting Cranston students to and from Cranston Public Schools, as designated by the Cranston School Committee, and special trips.

The bargaining unit shall also include those hourly employees assigned to the transportation department, whose primary duty is to maintain vehicles, but who occasionally are assigned to drive.

E. The bargaining unit shall also include consist of those hourly employees assigned to the Office of Plant Operations and who work as Tradespeople.

ARTICLE II

CLASSIFICATION

M. Tradesperson

1. Employee available five (5) days each week, Monday through Friday for a minimum of forty (40) hours from 7:00am to 3:30pm. Other than in an emergency any change in the work schedule requires a one (1) week notification or overtime will be paid for the first eight (8) hours.

2. Employee to be available for performing various duties as required by the Director of Plant Operations.

N. If a tradesperson is requested to start his/her workday earlier than scheduled, he/she will not be sent home earlier at the end of his/her workday.

ARTICLE III

SELECTION AND APPOINTMENT

H. The Superintendent or his/her designee shall be responsible for the selection, employment and assignment of all employees covered by this agreement, subject to School Committee approval.

All new employees hired as of July 1, 2011 and during the term of this agreement shall be a one year probationary, non-union employee and will have no rights or recourse to dismissal as to the provisions of this agreement. These employees will not receive any benefits that the Bargaining Unit members are entitled to and will not be required to pay Union dues during the probationary period.

I. Notice of vacancies and/or new positions shall be posted on the Transportation bulletin board at the Park View Garage, Fletcher Avenue Garage, and Transportation/Plant Operations office for a five (5) workday period including one work Monday. Such notice shall state the schedule and hours. Any person interested in the posted position must apply in writing to the Director within the five (5) work day posting period. The notice shall be dated and shall designate the last day on which applications for the vacancy will be accepted. If an employee is awarded the bid, that employee will be placed in the new assignment within ten (10) workdays.

If the employee cannot take the new assignment within the ten (10) work days, the bid will be awarded to the next senior bidder. In the event there are extenuating circumstances, the Director of Plant Operations shall notify the Business Manager or designee.

6. Vacancies or new runs shall be posted at Fletcher Avenue Garage, Park View Garage and Briggs within ten (10) days for any members of the bargaining unit to bid on.

J. At the time of initial employment, the School Department will supply the new employee with a copy of the current existing working Agreement.

K. The School Committee agrees to pay for any physical examination required by state law for tradespeople if related to their jobs.

L. The Business Manager of the Union shall be notified of all openings, vacations, vacancies, proposed changes and any and all matters relating to all Union members' duties in the bargaining unit.

M. Annual increases will be given to employees hired prior to January 1st. An employee hired after January 1st shall remain on the step at the time until the following year.

ARTICLE IV

SECURITY

C. All employees covered by this agreement, who are members of the Union on the effective date of this agreement, shall remain members

of the Union for the life of this Agreement.

D. The Union agrees to provide the Human Resource Office of the Cranston Public Schools properly executed individual membership cards for each member of the Union as soon as membership is established.

ARTICLE V

PAYROLL DEDUCTIONS

Section 1. During the term of this Agreement, every employee in the bargaining unit who is not a member of the Union shall, as a condition of employment, on and after the effective date of this Agreement, unless otherwise stated herein, pay to the Union a monthly service charge in the amount equivalent to the then current dues uniformly required for members of the Union. All new probationary non-union employees will not be required to pay Union dues for a period of one year from their date of hire. All probationary employees must remit, to the Union, any dues or initiation fees due after one year of employment. The initiation fee can be deducted from the new employee's pay over six (6) pay periods equal to three hundred (\$300) dollars. An authorization must be signed by the employee permitting the school department to make these deductions.

Section 2. The failure of any employee to maintain membership or pay the service charge required of non-members in accordance with the terms of the Agreement shall be considered grounds for dismissal under the provisions of this contract. Upon notification by the Union of such failure on the part of any employee, the Cranston Public

Schools Department agrees to discharge such employee, provided however, that nothing contained herein shall be construed so as to place any obligation upon the Cranston Public Schools Department to discharge any employees for failure to maintain membership in the Union if the membership was terminated for reasons other than the failure of the employees to tender the periodic dues and initiation fees uniformly required as a condition of maintaining membership.

Section 3. The Cranston Public Schools shall deduct from the current wages of employees, in accordance with the express terms of a signed authorization to do so, the weekly dues of the Union or the service charges including the Laborers' National (Industrial) Pension Fund Contribution Surcharge provided in Article XXI. Such deductions shall be made bi-weekly each month for which they are due and shall be forwarded to the Secretary-Treasurer of the Union, together with a check-off list setting forth the names of the employees and the amount of deduction. If any employee has no earnings due for that paycheck, the Union shall be responsible for collecting said dues. The Union will give the Cranston Public Schools thirty (30) days' notice of any change in the amount of uniform dues to be deducted.

Section 4: The Union shall indemnify, defend, and save the Cranston Public Schools harmless against any and all claims, demands, suits or other forms of liability and for all legal costs excluding costs incurred by the Cranston Public Schools that shall arise out of or by reason of action taken or not taken by the Cranston Public Schools in complying with the provisions of this Article. The Union shall further

indemnify and hold harmless the Cranston Public Schools for any claims of ERISA violations as a result of payroll deductions.

Section 5: Deductions made under the provisions of this Article will be transmitted at intervals of no greater length than every two (2) weeks to the Secretary-Treasurer, Local 1322 at 410 South Main Street, Providence, RI 02903.

ARTICLE VI

SAVINGS CLAUSE

C. In the event that any section of any provision of this agreement is or shall at any time be declared contrary to law, all sections of said provisions and all other provisions of this agreement shall be in effect.

ARTICLE VII

SENIORITY

H. Seniority shall be defined as total length of regular and continuous employment within the transportation division Plant Office of the Cranston Public Schools. Seniority shall begin upon appointment of employee by the School Committee. In the case of a tie, date of application will be used. Should the date of application be the same, seniority shall be determined by lottery.

I. Seniority shall continue to accrue during any approved leave of absence for a period not to exceed one (1) year and shall be broken when an employee covered by this agreement terminates voluntarily or is terminated under the provisions of Article XIV of this agreement, or fails to return to work on the date specified at the time the leave was granted.

J. A seniority list of all employees covered by this agreement shall be provided to the Union and shall be posted by the Committee no more frequently than once a year.

2. By November of each year, the Plant Office shall mail to each member a seniority list and a total of accrued sick days.

K. Seniority shall control the order of layoff and recall. A two-week notice of layoff shall be given to the tradesperson. When recalled, an employee must return within two (2) weeks. Failure to return upon recall as stated wherein will result in the voluntary termination of the employee.

L. Each employee covered by this agreement shall be allowed to examine his/her own personnel file, providing a twenty-four (24) hour notice is given to the Human Resource Office. Confidential and privileged information such as credentials, letters of reference from individuals or former employers, are exempt from review. Confidential and privileged material shall be removed from the file prior to review. The employee may be permitted to reproduce his/her file, other than confidential or privileged material, provided that the individual assumes the cost of reproduction.

ARTICLE VIII

OVERTIME

A. Overtime work is defined as time over forty (40) hours per week excluding eight (8) hours per day. Trades people, whose overtime is defined as time over eight (8) hours per day. The rate for overtime

work requested by the School Department will be at the rate of time and one-half of the employee's regular hourly rates.

B. Compensation for assigned work on legal holidays and on Sundays shall be double time the Tradespeople regular hourly rate.

C. Tradespeople shall be paid a minimum of three (3) hours when called back to perform duties after regular work hours.

ARTICLE IX

MANAGEMENT RIGHTS

Unless expressly provided otherwise in this agreement, the Cranston School Committee reserves the right to:

10. Direct the work of its employees.

11. Hire, promote, demote, transfer, evaluate, assign, and retain employee's positions within the school system.

12. Suspend or discharge employees.

13. Maintain the efficiency of school operations.

14. Determine services to be rendered by the Cranston Schools.

15. Take actions as may be necessary to carry out the mission of the Cranston Public Schools.

16. Determine the methods, means, and personnel by which operations are to be carried on.

17. Be the policy-making and governing body of the public schools.

18. Take any other action, which is in the best interest of the Cranston

Public Schools.

ARTICLE X

LEAVES OF ABSENCE

A.

7. Members of the bargaining unit governed by the provisions of this agreement shall be allowed to accrue one (1) day of sick leave per month provided the members of the bargaining unit work ninety percent (90%) of the month. If, however, a member is absent more than ten (10) percent of the work days in two (2) or more months of a fiscal year, no accrual will take place for the second month, third month, etc. Months do not need to be consecutive.

Effective October 7, 2011 accrued sick days/sick banks for all Bargaining Unit members shall be frozen as set forth in Exhibit C attached hereto and made a part of hereof. And no unused sick days shall be allowed to accumulate or be added during the term of this Agreement for purposes of payout to Union members who have worked for the plant department for ten (10) years or more upon retirement from the Cranston Public Schools. In the event that any Bargaining Unit employee has accrued and exhausted ten (10) days of sick leave in a contract year, and only in that event, that member will be allowed to access any sick days that he or she has accumulated. Notwithstanding the above, Bargaining Unit members may accrue up to five (5) twelve (12) days of unused sick time per year, not to exceed sixty (60) days in total. However, but as stated

above, this will not be counted as part of the payout at the end of their term.

8. The Committee reserves the right to request a medical certificate when an absence for personal illness in excess of three (3) days is recorded. The medical certificate will require the nature of the illness, next scheduled evaluation and return date. This provision cannot violate HIPAA (Employer's Guide to HIPAA Privacy Requirements, Section 200, pages 6 and 7). At any time, at the option of the Administration, the union members may be required to submit to an examination by a physician selected by the Administration.

9. In the event that the earned sick leave of a union member has been exhausted, a written request may be made for the extension of leave, without compensation, for a period not to exceed six (6) calendar months or the remainder of the school year, whichever is longer. A request for such an extension of sick leave must be made in writing to the Superintendent of Schools and be accompanied by a medical certificate stating the nature of the illness and necessity for leave.

10. Workmen's Compensation benefits shall be provided for members of the bargaining unit. The payment received by a member of the bargaining unit under provisions of the Workmen's Compensation Act shall be in lieu of any contractual salaries or wages payable to said union member.

11. If a Holiday falls while an employee is on sick leave, said day will be paid as a Holiday and not be charged against sick leave.

12. Union members who achieved perfect attendance during the school year shall be entitled two (2) days' pay. Union members who

have worked for the Plant Department for ten (10) years or more, upon retiring from the Cranston Public Schools shall receive compensation for sick days they have accumulated at a rate of \$20.00 per day for the total number of sick days accumulated. Union members who have worked for the Plant Department for twenty (20) years or more and have accumulated a minimum of 120 days, upon retiring from the Cranston Public Schools shall receive compensation for sick days they have accumulated at a rate of \$50.00 per day for the total number of days accumulated.

D. BEREAVEMENT

5. In case of death in the immediate family, (father, mother, sister, brother, son, daughter or spouse) all employees governed by the provisions of this agreement may be absent for a period of seven (7) calendar days including the day the death occurs without loss of pay.

6. In case of death of a Mother-in-law, Father-in-law, Grandparent, Grandchild, Son-in-law, Daughter-in-law, Brother-in-law, or Sister-in-law, the employee may be absent for a period of four (4) workdays, including the day the death occurs.

7. In the case of death of a relative by blood or marriage not listed in #1 or #2 above, the employee may be absent on the day of the funeral without loss of pay.

8. In the event that additional time is necessary to travel long distances in cases of bereavement the employee may be granted such travel time at the discretion of the Director of Plant Operations, but such additional time will be taken without compensation.

C. JURY DUTY

2. Leave for jury duty shall be granted and the difference between the union member's normal salary and the salary paid for jury duty shall be paid to the union member.

D. MILITARY LEAVE

3. Any employee covered by this agreement who is required to participate in activities relating to membership in a military reserve unit shall be granted military leave with pay equal to the difference between the amount the employee receives from said military unit and the amount the employee would ordinarily receive had the employee worked for the Cranston Public Schools System during said leave.

E. Payment under this Article shall be based upon the employee's average

Work day, excluding overtime.

J. UNION REPRESENTATION LEAVE

4. At the discretion of the union, members of Local 1322 shall be granted a total of fifteen (15) days per year for the purpose of engaging in local, state, and/or national union activities without loss of pay, provided the union pay for the cost of substitutes.

K. PERSONAL LEAVE

6. A written request for an unpaid leave under this section (H) must be made not less than thirty (30) days prior to the date the leave is to begin. There may be exceptions in the case of extreme emergencies. Leave for the remainder of the contract year (up to one (1) full year)

may be granted at the discretion of the Superintendent.

7. Seniority shall continue to accrue during the period of personal leave.

8. All benefits will be discontinued during the period of personal leave granted under this section.

9. Employees granted leave under this section who fail to return to work at the expiration of personal leave will be considered to have voluntarily terminated their services with the Cranston Public Schools.

10. The Committee agrees to return the employee to at least a position comparable to the position from which leave was granted.

I. FAMILY ILLNESS

1. Members may be granted two (2) days compensation from accrued sick leave for family illness. Physician's Certificate stating the nature of the illness may be required.

L. Regardless of the nature of unpaid leave, members shall have the option to continue in the group health plan by making monthly contributions, at no expense to the Cranston Public Schools.

ARTICLE XI

HEALTH INSURANCE

A. The Committee shall provide individual or family coverage for medical insurance, including a student dependent rider to age 24 26. The Committee will have the option of offering multiple plans for all

employees and applicable riders as outlined in plan dated July 1, 2008. Effective October 7, 2011 All bargaining unit members will be responsible for a twenty (20%) percent cost based upon their plan. With regard to 2012-2013, all bargaining unit members will pay the same cost share that is in effect for the teachers, but no more than the twenty (20%) percent. Payments under this article shall be subject to section 125 of the IRS code. The Health plan changes are as set forth in Exhibit B. Effective January 1, 2016 medical benefits shall be as set forth in Exhibit C which shall include a \$250 deductible for the individual plan and a \$500.00 deductible for the family plan. The administration agrees to reimburse a tradesperson for 50% of the deductible paid by the tradesperson, up to a maximum of \$250.00. That reimbursement shall be made within thirty (30) days following the end of the calendar year. For the calendar year 2018, and any subsequent year, tradespeople shall be solely responsible for payment of the entire deductible.

B. The Committee shall provide the individual or family plan dental insurance, including a student dependent rider to age 24 26. The annual maximum dental coverage will be \$1500 per person and the Orthodontic rider lifetime maximum will be \$1500 per person. All applicable riders as outlined in the plan dated July 1, 2008 will apply to said coverage. Effective October 7, 2011 All bargaining unit members will be responsible for twenty (20%) percent cost share. With regard to 2012-2013 all bargaining unit members will pay the same cost share that is in effect for teachers, but not more than

twenty (20% percent. Payments under this article shall be subject to section 125 of the IRS code.

C. The Committee will not offer health and or dental insurance coverage if the employee is covered as a dependent under another plan provided by the Cranston School Department or the City of Cranston.

D. The Committee shall provide a \$20,000 paid group life insurance plan.

ARTICLE XII

TERMINATIONS

5. Unauthorized absences, incompetence, insubordination, conduct unbecoming a School Department Employee, or other acts which may be considered not in the best interest of the Cranston Public Schools may be considered just cause for dismissal.

6. Insubordination is defined as: Refusal of an Employee to carry out the directions of a Superior.

7. Conduct unbecoming to a School Department Employee is defined as: flagrant and frequent acts of discourtesy to School Administrators, Parents, Students and School Principals.

ARTICLE XIII

GRIEVANCE PROCEDURE

C. STEP 1 – Any employee who believes he/she has a legitimate complaint, may, with a union representative present, discuss the complaint with his/her superior within ten (10) working days of the knowledge of the event leading to the complaint.

D. STEP 2

1. If no satisfactory resolution has been reached, a grievance shall be reduced to writing within ten (10) working days following the Step 1 meeting and forwarded to the Chief Operating Officer. The signed grievance shall include:

d. Name and position of grievant.

e. The date of occurrence of the complaint being grieved and the facts involved.

f. The corrective action requested.

5. A hearing to discuss the grievance shall be held by the Chief Operating Officer within ten (10) working days following receipt of the grievance.

6. The Chief Operating Officer shall render a decision in writing within ten (10) working days following the hearing at Step 2.

C. STEP 3

1. If no satisfactory resolution has been reached at Step 2 or if no decision is rendered, the grievance may be appealed to the Superintendent of Schools within ten (10) working days following receipt of the decision at Step 2.

4. The Superintendent will conduct a hearing of the grievance within

twenty (20) working days of receipt of the appeal to Step 3. The Superintendent shall render a decision within fifteen (15) working days following the hearing at Step 3.

D. STEP 4 – Arbitration

1. If no satisfactory resolution has been reached at Step 3, or no decision is rendered, the union may, within fifteen (15) working days after the decision at Step 3, give to the Committee written notice that the matter is to be submitted to Arbitration under the rules of the American Arbitration Association.

a. The Committee and the Union may agree upon a mutually acceptable Arbitrator or either party may make request for a list of Arbitrators to the American Arbitration Association.

b. The Parties will be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association regardless of how the Arbitrator is selected.

c. The decision of the Arbitrator shall be final and binding on all matters regarding a grievance filed under the provisions of this article, except that the Arbitrator may not add or subtract nor modify the terms of this agreement; and no appeal shall be taken except as provided by the General Laws of the State of Rhode Island.

H. TIMELY GRIEVANCES

4. Grievances which are not received by a Superior within the provisions of paragraph B1 above, or which are not appealed within the stated time limits, shall be considered as waived and not entitled to further consideration.

5. If the Administration fails to respond to a grievance at any step

within the specified time limits, the Union may proceed to the next step of the grievance procedure.

6. The Union agrees to screen grievances in order to prevent unnecessary grievances from consuming the time of the Parties.

I. Grievances regarding the termination of an employee may be initiated at step 3 of this grievance procedure.

J. The Union agrees that it will not bring or continue, and that it will not represent any employee in, any grievance that is substantially similar to a grievance denied by the decision of an Arbitrator; and the Committee agrees that it will apply to all substantially similar situations the decision of an Arbitrator sustaining a grievance.

ARTICLE XIV

GENERAL

D. This agreement incorporates the entire understanding of the parties on all issues that were or could have been the subject of negotiation.

E. All Union members covered by the provisions of this agreement will participate in the Municipal Employees Pension Plan and be subject to all provisions as established by the Rhode Island Retirement Board.

F. A three (3) day notice to the Director of Plant Operations is required in the event a Union member is to be absent for reasons other than emergencies such as Doctors and Dentists appointments

and other such reasons normally known to the employee far in advance.

ARTICLES XV

HOLIDAYS

F. During 2011-2012 all bargaining unit member will be entitled to the following paid holidays:

LABOR DAY CHRISTMAS DAY NEW YEAR'S DAY

VETERANS DAY THANKSGIVING DAY

GOOD FRIDAY DAY AFTER THANKSGIVING ELECTION DAY (WHEN SCHOOLS ARE NOT IN SESSION)

MEMORIAL DAY MARTIN LUTHER KING DAY

JEWISH HOLY DAYS (WHEN LISTED AS A HOLIDAY ON THE SCHOOL CALENDAR)

With regard to 2012-2013 All bargaining unit members will be entitled to the following paid holidays:

LABOR DAY CHRISTMAS DAY

COLUMBUS DAY NEW YEAR'S DAY

VETERANS DAY GOOD FRIDAY

THANKSGIVING DAY ELECTION DAY (WHEN SCHOOLS ARE

CLOSED)

DAY AFTER THANKSGIVING MEMORIAL DAY

MARTIN LUTHER KING DAY VICTORY DAY

INDEPENDENCE DAY PRESIDENT'S DAY

G. In order to be eligible for compensation for any of the above Holidays, a Tradesperson must have worked the last regular workday before the Holiday and the next regular workday following the Holiday. Notwithstanding the above, compensation for a Holiday may be made to a Union Member who has been absent, at the discretion of the Chief Operating Officer.

H. Holidays falling on Sunday and celebrated on Monday shall be included providing all other criteria are met.

I. Those Employees assigned to work between July 1st and August 31st shall receive the two (2) additional paid Legal Holidays of Independence Day and Victory Day, providing provisions of paragraph B above have been complied with.

ARTICLE XVI

VACATIONS

G. As of September, those employees who have completed one (1) full year of service with the Cranston Public Schools as a tradesperson will be granted one (1) week vacation, to be taken during the Holiday recess period. to be taken with the approval of the Director of Plant Operations.

H. As of September, those employees who have completed three (3) years of service with the Cranston Public Schools as a tradesperson

will be granted two (2) weeks vacation, to be taken during the recess periods. with the approval of the Director of Plant Operations.

E. As of September, those employees who have completed six (6) years of service with the Cranston Public Schools as a tradesperson will be granted three (3) weeks vacation, to be taken during the recess periods with the approval of the Director of Plant Operations.

F. Those employees, who have completed ten (10) years of service with the Cranston Public Schools as a tradesperson, will be granted four (4) weeks of vacation, notwithstanding the provisions of any previous contracts (i.e. any drivers who had been entitled to four weeks vacation under prior contracts are not entitled to a fourth week under this agreement). Vacation will be taken during the three recess periods and the fourth week will be paid at the end of the school year. with the approval of the Director of Plant Operations.

I. In the event an employee is required to work during his/her designated vacation period, that employee shall receive vacation pay in addition to salary for work performed, or in lieu of the vacation pay, vacation at a later date as requested by the employee and subject to approval by the Director of Plant Operations.

ARTICLE XVII

LONGEVITY

A. Regularly appointed employees governed by the provisions of this agreement shall receive an annual longevity increment of \$400.00

after having

completed ten (10) years of continuous service as of September 1st with the

Cranston Public Schools, as a driver, mechanic or tradesperson

B. Annual longevity increment of \$575.00 shall be given to those employees having completed fifteen (15) years of continuous service as of September 1st with the Cranston Public Schools, driver, mechanic or tradesperson

1. The increment shall be included as of the beginning of the salary year following the completion of ten (10) or fifteen (15) continuous years of service and annually thereafter.

2. Every effort shall be made by the Cranston Public Schools to pay by separate check no later than the first pay period in October of each year.

C. Sections A and B will be increased by \$100.00 in year two of the contract as well as year three.

Contract Year	10 year	15year
2008-2009	\$500.00	\$675.00
2009-2010	\$600.00	\$775.00
2010-2011	\$600.00	\$775.00

ARTICLE XVII

NO STRIKE – NO LOCKOUT

During the term of this agreement the Union agrees that there shall be
No lockouts, strikes, walkouts, sit-ins, slow-downs, or other
interruptions,
suspensions or cessation of work or any picketing or interference of
any nature
with the operations of the School Department by the Union, or by any
of its
members or at its insistence for any reason whatsoever, or because
of any
matter in controversy or dispute between the Union or any of its
members and
others or between the School Department and others. The School
Department
agrees not to lock out union employees.

ARTICLE XVIII

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA NATIONAL (INDUSTRIAL) PENSION FUND

Section 1. Effective July 1, 2011 Tthe Employer shall contribute to the
Laborers' International Union of North America National (Industrial)
Pension Fund the sum of fifty-four (.54) cents per hour for each hour
paid to employees covered under the Collective Bargaining
Agreement. Effective July 1, 2012 the Employer shall contribute to the
Laborers' International Union of North America National (Industrial)
Pension Fund the sum of fifty-four (.54) cents per hour for each hour

paid to employees covered under the Collective Bargaining Agreement.

Section 2. The payment to the Pension Fund required above shall be made to the “Laborers’ International Union of North American National (Industrial) Pension Fund” which was established under an Agreement and Declaration of Trust, a copy of which has been signed by the Employer in the place provided at the end of such Agreement.

Section 3. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Pension Fund.

Section 4. Effective October 7, 2011 Pparticipating Bargaining Unit employees shall be responsible to pay any “Contribution Surcharge” (presently ten (10%) percent of the regular monthly contribution) through payroll deduction. Further, the payroll deduction contained in Article V relating to the laborers’ National (Industrial) Pension Fund shall be adjusted going forward in accordance with Exhibit D attached hereto and made a part hereof. The Cranston Public Schools will submit the participating Bargaining Unit members’ contribution to the Fund.

Article XIX

Successor and Assigns

This agreement shall be binding upon the City of Cranston School Committee and the Union and its successor and assigns. No provision herein contained shall be nullified or effected in any manner as a result of any change in the administration of the Cranston School Committee. Should any article, section or clause of this agreement be declared illegal by a Court of competent jurisdiction, Rhode Island General Law(s) and or Federal Law(s) then that article, section or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

ARTICLE XX

DURATION OF AGREEMENT

Section 1. The provisions of this Agreement will be effective July 1, 2014, unless otherwise stated herein, and will continue in full force and effect until June 30, 2017. This agreement shall be effective as of the first date stated in this Agreement, and shall remain in effect until midnight of June 30, 2017, and shall be automatically renewed thereafter from year to year unless notice of termination or a desire to modify or change this agreement is given in writing by either party at least ninety (90) days before the expiration date.

Section 2. Any changes or modifications to this agreement may be made by either party and must be submitted in writing.

IN WITNESS WHEREOF, the parties hereby have caused their presents to be signed by their duly authorized representatives on the day of _____, 2014

ANDREA IANNAZZI

CRANSTON SCHOOL COMMITTEE RONALD R. COIA

RHODE ISLAND LABORERS'

DISTRICT COUNCIL on behalf of

LOCAL UNION 1322

JUDITH LUNDSTEN ARTHUR J. JORDAN

SUPERINTENDENT OF SCHOOLS BUSINESS MANAGER

LOCAL UNION 1322

Exhibit A (a) (b)

ELEC/HVAC/PLUMB

STEP 2014/2015 2015/2016 2016/2017

1 20.73 21.14 21.14

2 21.78 22.22 22.22

3 22.85 23.31 23.31

4 23.90 24.38 24.38

5 24.96 25.46 25.46

6 26.02 26.54 26.54

7 27.08 27.62 27.62

8 27.61 28.16 28.16

9 28.12 28.68 28.68

10 28.66 29.23 29.23

MASON/CARPENTER

STEP 2014/2015 2015/2016 2016/2017

1 19.61 20.00 20.00

2 20.56 20.97 20.97

3 21.55 21.98 21.98

4 22.95 23.41 23.41

5 23.51 23.98 23.98

6 24.51 25.00 25.00

7 25.49 26.00 26.00

8 25.97 26.49 26.49

9 26.45 26.98 26.98

10 26.97 27.51 27.51

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Cranston Public Schools

**Evaluation Handbook and Policy Agreement
For Educators and
Non-Classroom/Related Service Providers**

September 2014

Equal Opportunity Employer:

Cranston Public Schools is committed to maintaining a work and learning environment free from discrimination on the basis of race, color, religion, national origin, pregnancy, gender identity, sexual orientation, marital/civil union status, ancestry, place of birth, age, citizenship status, veteran status, political affiliation, genetic information or disability, as defined and required by state and federal laws. Additionally, we prohibit retaliation against individuals who oppose such discrimination and harassment or who participate in an equal opportunity investigation.

Title II & Title IX Coordinator of Employment 504 Coordinator

Raymond L. Votto Jr. Joseph Rotz

**Chief Operating Officer
Educational Programs**

Executive Director of

School Committee Members

Andrea M. Iannazzi, Esq., Chairman

Trent Colford

Stephanie Culhane

Jeffrey Gale

Paula McFarland

Janice Ruggieri

Michael A. Traficante

Cranston Public Schools Administration

Judith Lundsten, Superintendent

Jeannine Nota-Masse, Asst. Superintendent

Joe Balducci, Chief Financial Officer

Raymond Votto, Chief Operating Officer

Joseph Rotz, Executive Director of Education Programs and Services

Michele Simpson, Executive Director of Pupil Personnel Services

James Dillon, Executive Director of Student Information Services & Data Management

Cranston Teachers' Alliance

Lizbeth A. Larkin, President

John A. Santangelo, Jr., Vice President

Kathleen A. Torregrossa, Secretary

Amy S. Misbin, Treasurer

Evaluation Design Team

Thomas Barbieri,

Frank Flynn

Lizbeth Larkin

Peter Nero

Kathleen Torregrossa

District Evaluation Committee (DEC)

The DEC serves as a governing body to support the educator evaluation system. It is representative body comprised of central office administrators, building administrators, a program supervisor, and educators. Selection is determined through Central Administration and the Cranston Teachers' Alliance (CTA). The following five members of the DEC are selected by the Superintendent or designee: central office administrator, Human Resources representative, high school administrator, middle school administrator, and elementary school administrator. The following five members are selected by the CTA President or designee: program supervisor, high school educator, middle school educator, elementary school educator, and CTA Executive Board Member. Additionally, the Educator Evaluation Coordinator serves on this committee as the Committee Chairperson. Each committee member serves a two-year term. All representatives of the DEC complete evaluator training, with the exception of the representative from

Human Resources.

DEC Members

Kathleen Torregrossa- Chairperson, Evaluation Coordinator

Joseph Rotz – Executive Director of Educational Programs and Services

John Santangelo – Vice President, Cranston Teachers' Alliance

Raymond Votto – Chief Operating Officer

Michael Crudale - Principal, Park View Middle School

Darcy Mollo – Sp. Ed. Teacher, Park View Middle School

James Zanfini, Principal, Oaklawn

Jodi Murphy – Guidance, Cranston High School East

Joseph Potemri - Assistant Principal, Cranston High School East

David Regine – Program Supervisor

Matthew Sheridan – Elementary Teacher, Arlington

A Message From:

Lizbeth Larkin

President, Cranston Teachers' Alliance

The Cranston Teachers' Alliance played a vital role in the

development and design of the new teacher evaluation process. It is the union's position that all teachers who are to be reviewed have the appropriate professional development to understand the format and, therefore, be better able to participate in the process.

It is also imperative that all administrators have the appropriate training so they can effectively evaluate and support their staff. The Alliance supports all efforts to make the teacher evaluation a meaningful experience for all concerned. It is important to note that this initiative was accomplished through a labor management agreement between the Cranston Teachers' Alliance and the administration of the Cranston Public Schools. We are grateful for the financial and professional support we have received from the American Federation of Teachers' Innovation Grants and the continued professional support from the Rhode Island Federation of Teachers and Health Professionals. The union will be available to assist the district to insure the success of this evaluation process.

**Lizbeth A. Larkin, President
Cranston Teachers' Alliance
American Federation of Teachers, Local 1704
 **

A Message From

Dr. Judith A. Lundsten

Superintendent, Cranston Public Schools

Developing an effective, fair and accurate evaluation system for teachers and administrators is hard work. Cranston Public Schools in collaboration with the Cranston Teachers' Alliance has worked collaboratively to develop such a system. We appreciate the support of additional resources provided through the I3 grant to be part of this important work in developing a system where teachers and administrators receive feedback, have time for reflection and be involved in professional conversations that strengthen their practices. The effort to improve teaching and learning through a new teacher evaluation system has pushed us to think about our policies, and practices and will provide us with data to help shape professional development and other initiatives. Supporting teachers and administrators is a priority as well as support student achievement. We look forward to continuing this demanding work with the Cranston Teachers' Alliance.

Judith A. Lundsten, Ed.D.

Superintendent

Cranston Public Schools

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History/Rationale/Purpose

Over a decade ago, Cranston Public Schools (CPS) recognized a need to redesign the evaluation process for educators. That new model, based on work by Charlotte Danielson, addressed the need to have a better, more accurate picture of what constitutes good teaching practice in order to serve two purposes – to both inform and guide educators on improving their practice through focused professional development, and to see that improvement in practice translated into improved student achievement. While that system was successful for the time in which it was implemented, more current research on educator evaluation, as well as the current political climate, have illuminated the need to record and review multiple measures of a educator's practice in order to gain a more comprehensive understanding of effective practice in a world that is rapidly changing.

In 2009, Cranston was invited to join a consortium with five other

districts (Central Falls, Pawtucket, Providence, West Warwick, and Woonsocket) to develop a high quality educator evaluation and support system. The RIIC, Rhode Island Innovation Consortium, was formed. In May of 2010, an educator contract was approved for Cranston that included the creation of a new educator evaluation system. The eventual model is fully aligned with the RI Educator Evaluation System Standards and the RI Professional Teaching Standards, and adapted from Charlotte Danielson's Framework for Teaching (2007).

The RI Innovation Initiative on Educator Evaluation was a collaborative effort led by the RI Federation of Educators and Health Professionals, the districts' superintendents and union presidents. Administrative and union teams worked side by side, along with national experts to create a research based system that is focused on professional growth, based on multiple measures of evidence, and provides meaningful feedback and to support continuous improvement in professional practice.

In 2011, the RIIC model was approved for gradual implementation. Over the course of the 2011-2012 school year the model underwent a rigorous restructuring, based on feedback from all constituents involved that year. In May of 2012, a new, redesigned RIIC model gained approval from the Rhode Island Department of Education (RIDE) for full implementation in the fall of 2012. In August of 2013, the educator rubric was revised and a rubric for related service

providers was approved for pilot implementation. In July of 2014, the RI Legislature approved a new cyclical model, which is reflected in this document.

The Innovation Evaluation and Support System is focused on educator growth and student achievement. It relies on multiple measures of educator effectiveness, including impact on student growth and achievement. Educator effectiveness will be rated on the following domains:

- **Planning & Preparation (Standard 1)**
- **The Classroom Environment (Standard 2)**
- **Instruction (Standard 3)**
- **Professional Growth & Responsibilities (Standard 4)**
- **Student Growth Measures (RIDE's SLOs/SOOs)**

The following processes frame the system:

- **Goal setting and reflection**
- **Formal observations and unannounced observations by highly trained evaluators**
- **Review of additional evidence of effectiveness**
- **RIDE's student growth measures**
- **High quality, timely feedback**
- **Personalized professional development plans**
- **Intensive support with timelines for improvement for personnel identified as ineffective or developing**

Educator Evaluation Components

In accordance with Article XVIII and any and all relevant sections of the collective bargaining agreement (Appendix E), all educators will be required to participate in the differentiated evaluation process. All non-tenured educators and educators new to the Cranston Public Schools will be evaluated on an annual basis for three consecutive years. All other educators will be placed in a differentiated cycle for evaluation based on their rating. A teaching year shall consist of a minimum of 135 days worked.

The Cranston Public Schools will have certified evaluators. In order to ensure this, the Cranston Public Schools and the Cranston Teachers' Alliance agree to collaborate in the provision of initial evaluator training and continuous support.

Prior to the end of September, Human Resources will provide each building principal a list of faculty members. The building principal is then required to notify educators, in writing of their official evaluation status for that academic year. This will serve as the educator's official notification of the pending evaluation.

In the event that an educator should obtain an overall rating of Developing or Ineffective, an Intervention Plan will be created by the evaluator with the educator. Human Resources will coordinate the District Educator Intervention Plan.

Any teacher who has a Professional Practice rating of Developing on the formal teacher evaluation instrument may not participate in the Teacher Assignment Process.

Any teacher who has a Professional Practice rating of Ineffective on the formal teacher evaluation instrument may not participate in the Teacher Assignment Process.

Educator Evaluation Schedule

Month Effective & Highly Effective – Not in Formal Year

Effective &

Highly Effective

Formal Year

Non Tenured Educators, Using New Certification, Ineffective, & Developing

RSPs Evaluators

September &

October

1st Self Assessment

Design 1 PGG

Review Student Data

Design two SLOs

1st Self Assessment

Design 1 PGG

Review Student Data

Design two SLOs Steps here are determined based on the differentiated cycle that they are placed in.

RSPs do not have to do a lesson plan, however, if they normally teach lessons and choose to do a lesson plan and are in their formal year, they certainly may submit a lesson plan for an observation. Review &

Approve PGGs

Review &

Approve SLOs

for those teachers in a formal evaluation year.

November & December

Suggested

1 Unannounced Observation

Suggested

2 Unannounced

Observations

Suggested

Observe all Non tenured twice

Observe 1/3 Tenured

January & February .

Review goals with Evaluator if necessary. Enter mid year data only if adjusting SLO/PGG. Suggested

Formal Observation, write Reflection

Review goals with Evaluator and enter mid year data if adjusting SLO/PGG. Suggested

Observe Non Tenured once,

Observe 1/3 Tenured & complete all Formal Observation

Review educator's goals

March & April Suggested

1 additional

Observation

Complete all observations

May Prepare for & participate in Summative Conference 2nd Self Assessment, prior to Summative Conference

Prepare for & participate in Summative Conference 2nd Self Assessment, prior to Summative Conference

Prepare for & participate in Summative Conference Prepare for & participate in Summative Conference Prepare and hold summative

conferences.

***EVALUATORS should submit observation feedback to educator within 12 school days following the observation.**

Educator Self Assessment & Reflection (Formal Evaluation Year)

Educators will begin each school year by rating themselves on the CPS Professional Practice Rubric prior to designing that year's Professional Growth Goal (PGG). Again, prior to the summative conference, educators will rate their practice. In addition, either after a formal or unannounced observation, educators will review the evidence, write a brief reflection, and can rerate themselves on those targeted areas should they choose. Over the course of a school year, educators may discover patterns and note areas of increasing strength as well as continuing areas for growth.

Purpose: Review for patterns of practice, note areas of strength and growth

Types:

- 1. Rubric Rating**
- 2. Evidence Reflection**

Commence:

- 1. Prior to designing PGG**
- 2. After evidence from a formal or unannounced observation**
- 3. End of the year, before the summative conference**

Process/Number of times per school year:

- 1. Minimum of two times, prior to developing the yearly PGG and again later in the school year, in preparation for the summative conference and rating.**
- 2. A reflection is completed in Aspen after either a formal lesson or an unannounced observation (during a formal year) once the evidence in the evidence collection template has been reviewed.**

Participant(s): Educator

Materials Needed:

- 1. CPS Professional Practice Rubric**
- 2. Reflection template in Aspen**

Outcome(s): Direct professional growth plan

Professional Growth Goals (PGGs)

(Formal Evaluation Year Only)

These targeted goals shape every educator's professional development for the school year and are to be developed only during an educator's formal evaluation year. They are developed after self-assessment on the CPS Professional Practice Rubric and after reflection of the prior year's ratings. This will form a clear understanding of individual areas of strength and for growth.

Purpose: Continual, personalized, targeted, documented professional growth

Commence: Start of each school year or after educator self-assessment of practice

Process/Number of Times per school year: Design, receive evaluator approval at start of year, review progress throughout the school year through the action plan, and they may be modified (with approval of Evaluator) at mid year.

Participants: Educator, Evaluator

Materials Needed: CPS Professional Practice, PGG Template

Conclusion: PGG is rated within the CPS Professional Practice, 4.4b and 4.4c, at the conclusion of the school year, with evidence provided by educator prior to the summative conference.

Student Learning Objectives (SLO's)

(Mandated by RIDE)

(Formal Evaluation Year Only)

SLOs are long-term academic goals, set by educators for groups of students, are based on student data, and are to be developed only during an educator's formal evaluation year. They should represent important concepts in learning, must be measurable by valid and reliable assessments, and can be either progress or mastery based.

Purpose: Continual, targeted, documented student growth

Types: Reading, writing, math, or content specific

Commence: Start of school year (October), after a review of student

data

Process/Number of times per school year: Design, receive evaluator approval at the start of school year, review throughout the school year and progress through academic plan, and may be revised (with approval of Evaluator) as appropriate at midyear, with supportive evidence to provide rationale for the adjustment. Revisions are based on the RIDE guidelines.

Participants: Educator, evaluator, students

Materials Needed: Student Data on specific assessment criteria, SLO template in Aspen, RIDE approval and rating process

Conclusion: SLOs are rated using the RIDE SLO attainment process, at the end of the school year, with evidence provided by the educator, in advance of the summative conference.

Conferences

There are five types of conferences: goal setting, midyear, pre and post observation, and summative. ONE conference is required for all educators every year: the summative. Non-tenured educators, those new to the district, those using a new certification, Developing, and Ineffective educators will also have a mid-year conference. While summative conferences must be conducted, in person, between each educator and their evaluator, goal setting and mid year review conferences may be conducted with small groups of educators, when appropriate (for example, by grade level, department, or program). End of year conferences, for educators in their formal year, require the collection, analysis, and continuous review of data, Educator Self-Assessment and Reflection data and Student Assessment data. End of year conferences, for those educators not in their formal year, will be reflective in nature and will be between the evaluators and educators.

The pre-observation and post-observation conferences occur surrounding a lesson plan and are only required during a formal observation year.

Goal Setting Conference – Optional

This beginning of the school year meeting between an educator and

their evaluator solidifies both an educator's PGG, as well as their SLOs.

Purpose: During the goal setting conference, the educator and evaluator should review the data used to set both the Professional Growth Goal and two Student Learning Objectives, determine the appropriateness of the goals, and complete the approval process.

Commence: Start of School Year

Process/Number of times per school year: The Educator reviews the data and goals are submitted to the Evaluator for approval. The Evaluator should use the PGG Approval Rubric to complete that process and RIDE guidance to approve SLOs. The data that supports the attainment of goals should be continuously reviewed throughout the year. Goals can be revised as needed, in collaboration between the educator and the evaluator, but no later than mid year.

Participants: Educator, Evaluator

Materials Needed: PGG and/or SLO Materials

Conclusion: Implement action plans for goals once approval has been granted

Pre-Observation Conference (only necessary when submitting a

lesson plan)

The pre-observation conference is used by the evaluator to clarify specific elements of an educator's lesson plan prior to an observation.

Purpose: Conducted prior to a formal observation, this conference gives the educator an opportunity to respond to any questions about the lesson the evaluator may have.

Commence: This conference will take place prior to the observation.

Process/Number of times per school year: The first step is for the evaluator to request a lesson plan from the educator and set a preliminary pre-observation conference and observation date. The educator then designs and submits the lesson plan to the evaluator and peer evaluator (if appropriate). The lesson plan is reviewed, and the educator and evaluator(s) meet to discuss the upcoming lesson. This process should occur prior to each formal observation.

Participants: Educator, evaluator, peer evaluator (as appropriate)

Materials Needed: Lesson plan

Conclusion: Confirm observation date and time

Post Observation Conference

During a post observation conference, the educator and evaluator have an opportunity to review and discuss what was observed during an educator's lesson. These professional conversations should provide additional insight into an educator's continually evolving professional practice.

Purpose: Research suggests that positive, productive, timely feedback is essential to establishing a culture of change for educators. Professional conversations between an educator and evaluator should serve as a catalyst for ongoing professional growth.

Commence: After each formal observation, after the educator has reviewed the recorded evidence, and written a reflection, which in turn is reviewed by the evaluator.

Process/Number of times per school year: Once a formal observation has occurred, the evidence has been reviewed and the educator has written a reflection, the post observation conference will take place. This conference should be both holistic in nature with respect to an educator's practice and targeted to specific areas of both professional strengths and areas for growth. Individual components and elements for the CPS Professional Practice should be used as a basis for this conversation, which should take place at the culmination of each formal observation cycle.

Participants: Educator, evaluator, peer evaluator (as appropriate)

Materials Needed: Evidence collection template, CPS Professional Practice rubric, reflection template, student work (as appropriate)

Conclusion: Discuss next steps towards professional growth

Mid Year Review Conference – Optional for Highly Effective & Effective unless Educator is adjusting the SLO/SOO/PGG (based on data) and only done during a formal evaluation year.

A mid year review conference provides an opportunity to collect and analyze data on PGGs, SLOs, and an educator's professional practice. Agreed upon modifications can then be made to goals and/or teaching practice.

Purpose: This conference serves as a mid-year check on an educator's PGG and SLOs and allows for agreed upon modifications to be made if necessary. These modifications must have the approval of an educator's evaluator(s). Mid Year Review conferences may be conducted with small groups of educators, when appropriate (for example, by grade level, department, or program).

Commence: Mid-year

Process/Number of times per school year: It is essential that the data for both PGGs and SLOs, be continuously reviewed by the educator. The mid-year conference is the last opportunity to make changes to an educator's goals. In writing, using the Mid-Year Revision/Review template in Aspen, educators may communicate a request for revision and must provide supporting documentation to the evaluator by the last day of the second quarter. If approved, then the revision process must be completed, in collaboration between the educator and evaluator, by the Friday before February break. In addition, educators may request feedback on their professional practice using the Mid-Year Revision/Review template.

Participants: Educator, evaluator, peer evaluator (as appropriate)

Materials Needed: Data, PGG and SLO templates

Conclusion: Goals are reviewed and modifications are made as needed

Summative Conference: All educators, every year.

For an educator in a formal year, the end-of-year summative conference provides the opportunity to review an educator's evidence of goal attainment, as well as a cumulative view of

professional practice, which leads to a final educator effectiveness rating for that school year.

For an educator not in a formal evaluation year, the end of year summative conference will be reflective in nature and will be between the evaluators and educators.

Purpose: The summative conference is a professional conversation that serves a number of purposes. While the educator and the evaluator review and discuss the various components that lead to a educator's final cumulative effectiveness rating, it also should provide guidance to the educator regarding their progress over the year, areas that indicate growth as well as a blueprint for the design of next year's PGG for continued professional development.

Commence: End-of-year (April to June).

Process/Number of times per school year: Evaluators should begin to collect evidence of effectiveness and the attainment of goals in April. All student data on the assessments selected must be completed by the end of the first full week of May. Summative conferences can be scheduled with educators. Evaluators should establish a summative conference schedule. Educators should have at least five school days to prepare materials for submission to their evaluators. Evaluators should have at least five school days to review and rate an educator's evidence in advance of the summative

conference date. This once-a-year conference completes the educator evaluation process for the school year.

Participants: Educator, evaluator, peer evaluator (as appropriate)

Materials: All materials, data, evidence related to educator evaluation, final summative rating sheet

Conclusion: This conversation should end with an educator and their evaluator's comprehensive understanding of the educator's current level of effectiveness, areas of strength and growth, and considerations for next year's PGG.

Observations

There are three types of observations. At least one observation is required for all educators in their formal evaluation year. At least three observations are required for non-tenured educators, those who are using a different certification, and those who have been rated as developing or ineffective.

Principals may observe a teacher's classroom and classroom instruction at any time; however, formal scripted evidence is only collected during a formal evaluation year. Evaluators may take notes during unannounced observations that occur during a non-formal evaluation year.

Formal Observation

This is the most comprehensive type of observation, and is required for educators in their formal observation year, non-tenured educators, those who have been rated as either developing or ineffective, and those who are now using a different teaching certification. (Minimum 30 minutes)

Sequence of events:

Lesson plan

Pre-observation conference

Observation

Evidence feedback

Self reflection (and rating)*

Post conference

Purpose: This type of observation provides a complete picture of an educator's preparation, implementation, performance, and reflection on a specific lesson.

Commence: At least once a year for non-tenured educator and those rated as either developing or ineffective, educators who have changed certifications or are in their formal observation year. Both the educator and their evaluator agree upon the observation time.

Process/Number of times per year: The formal observation cycle should begin and conclude within twelve school days. The evaluator requests a lesson plan from the educator, then reviews and aligns the evidence prior to the pre-observation conference. During this conference, the evaluator has the opportunity to ask clarifying questions and the educator can provide additional information about the lesson. Within the next one or two school days, the observation occurs.

The Evaluator then aligns the evidence, which is reviewed by the educator prior to writing their reflection. The reflection evidence is also added to the evidence collection template in preparation of the post observation conference. During this conference the educator and evaluator review the lesson holistically as well as on focused areas.

Formal observation cycles occur at least once a year for non-tenured educators and those rated as either developing or ineffective, once for those educators who have changed certifications or are in their formal observation year.

Participants: Educator, evaluator, peer evaluator (as appropriate)

Materials: Lesson plan, evidence collections template, reflection template, CPS Professional Practice Rubric rating sheet

Conclusion: Collection of evidence is provided to an educator at the end of the cycle.

Unannounced Observation (During Formal Evaluation Year)

During an unannounced observation, the evaluator collects evidence to be shared with the educator. These observations are more informal in nature yet help to provide evaluators with a more comprehensive view of an educator's daily practice. Every educator should have a minimum of one unannounced observations per year. Non-tenured educators, those who have been rated as either developing or ineffective, and those who are now using a different teaching certification should have a minimum of two unannounced observations. These observations may be 10 to 20 minutes in duration.

Sequence of Events:

Observation

Evidence Feedback

Self Reflection (and Rating)*

Purpose: Although this is an unannounced observation and does not include a lesson plan, a pre-observation or post observation conference; there is an additional opportunity for the evaluator to

collect instructive evidence on a educator's practice and for the educator to then review that evidence in order to grow professionally.

Process/ Number of times per school year: The unannounced observation cycle should begin and conclude within twelve school days. The evaluator visits the classroom and collects evidence of a educator's practice. The evaluator then aligns that evidence, which is reviewed by the educator. If educators chose to write a reflection to this observation, this evidence is also added to the evidence collection template.

Commence: Unannounced observation cycles occur at least twice a year for all educators.

Participants: Educator, Evaluator, Peer Evaluator (as appropriate)

Materials: Evidence collection template

Conclusion: Collection of evidence is provided to an educator at the end of the cycle.

Yearly Effectiveness Ratings

At the end-of-the-year conference, the evaluator will provide the educator with their summative Professional Practice/Growth & Responsibilities rating (PPGR). The following ranges will be used to determine level of effectiveness.

Scoring Key for CPS Professional Practice Effectiveness Ratings:

HE= Highly Effective (3.5 - 4.0)

E= Effective (2.5 – 3.49)

D= Developing (1.5 – 2.49)

I= Ineffective (1.49 or less)

The CPS Professional Practice Rubric is the vehicle for scoring an educator's Professional Practice, Growth and Responsibilities. The PPGR rating will be combined with the Student Learning Rating (SLR) to determine the overall effectiveness rating. The SLR is a combination of the Student Learning Objectives (SLO) Attainment Score and, where appropriate, the Student Growth Score. Once the

SLR has been determined and shared with the educator, the SLR and the PPGR will be plotted into the matrix to determine the Final Effectiveness Rating.

Scoring Individual Student Learning Objectives

Sample SLO:

Objective: Students will improve their expository writing in response to informational text, including a clear thesis statement and the inclusion of appropriate textual evidence.

Assessment: District writing prompt assessment (administered quarterly)

Targets: (The following example is based on a 4 point rubric with 60 students, adjust if you use another rubric)

Of my population of 60 students across two classes:

- The 6 students who scored a 4 on the Q1 assessment will maintain their achievement level through Q4.**
- The 20 students who scored a 3 on the Q1 assessment will improve by at least 1 level by Q4.**
- The 34 students who scored a 1 or 2 on the Q1 assessment will improve by at least 2 levels by Q4.**

You could opt to write a goal with 4 or more tiers depending on your student population.

Step 1: Scoring Individual SLOs Examples

Exceeded

This category applies when all or almost all students met the target(s) and many students exceeded the target(s). For example, exceeding the target(s) by a few points, a few percentage points, or a few students would not qualify an SLO for this category. This category should only be selected when a substantial number of students surpassed the overall level of attainment established by the target(s).

Criteria: 85% or more of the students met the target and 35% of the those students exceeded the target = Exceeded

In the example below, with 60 students, for a teacher to achieve Exceeded, at least 51 students (85%) must meet the target and of those 51, 18 (35%) must exceed the target.

Sample Data:

-6 out of 6 students who scored a 4 on the Q1 assessment maintained their achievement level through Q4, thus meeting the target.

-20/20 students who scored a 3 on Q1 assessment improved by at least 1 level by Q4, meeting their target. 16 of the 20 students improved by at least 2 levels, exceeding their target.

-33/34 students who scored a 1 or 2 on Q1 assessment improved by at least 2 levels by Q4, meeting their target and 7 of the 34 students improved by at least 3 levels, exceeding their target. 1 student only

gained one level.

All but one student met the target. In addition, 59 out 60 met their target with 23 out of those 59 students exceeding their targets. This can be considered a “substantial” improvement.

Met

This category applies when all or almost all students met the target(s). The bar for this category should be high and it should only be selected when it is clear that the students met the overall level of attainment established by the target(s).

Criteria: 75% - 84% (45-51) or more of the students met the target = Met

Sample Data:

5/6 students who scored a 4 on the Q1 assessment maintained their achievement level through Q4.

•15/20 students who scored a 3 on Q1 assessment improved by at least 1 level by Q4. 5 of the 20 students improved by 2 levels.

•32/34 students who scored a 1 or 2 on Q1 assessment improved by at least 2 levels by Q4. 3 of the 34 students improved by 3 levels.

Most students met their targets. 8/60 students exceeded their targets (not 35%). Only 3/60 students did not meet their targets.

Nearly Met

This category applies when many students met the target(s), but the target(s) was missed by more than a few points, a few percentage points, or a few students. This category should be selected when it is clear that students fell just short of the level of attainment established by the target(s).

Criteria: 65%-74% (39-44) of students met the target = Nearly Met

SAMPLE DATA

-3/6 students who scored a 4 on the Q1 assessment maintained their achievement level through Q4.

-14/20 students who scored a 3 on Q1 assessment improved by at least 1 level by Q4.

-26/34 students who scored a 1 or 2 on Q1 assessment improved by at least 2 levels by Q4. 2 of the 34 students improved by 3 levels.

Each of the targets were missed by more than a few students with only 44/60 students meeting the targets. However, 2 students exceeded their targets.

Not Met

This category applies when the results do not fit the description of

what it means to have “Nearly Met”. If a substantial proportion of students did not meet the target(s) the SLO was not met. This category also applies when results are missing, incomplete, or unreliable.

Criteria: